

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 of 14		
2. AMENDMENT/MODIFICATION NO. 0010		3. EFFECTIVE DATE 21 April 2004		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
COMMAND, SPACE AND NAVAL SYSTEMS COMMAND 4301 PACIFIC HIGHWAY SAN DIEGO, CA 92110-3127 ATTN: MELISSA HAWKINS (858) 537-0346; EMAIL: melissa.hawkins@navy.mil							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				<input checked="" type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NO.	
				X		N00039-04-R-0001	
						9B. DATED (SEE ITEM 11) 26 November 2003	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers X is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The changes made by this amendment are described on Pages 2 through 14.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MELISSA L. HAWKINS Space and Naval Warfare Systems Command	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this amendment is to make the following changes to the Request for Proposal:

1. SECTION B: CLINs 3023 and 3024 are added to Section B as follows:

3023	FFP	MIDS JTRS Enhanced Modular Functionality (EMF) Terminal Specification Development	FFO	S	(a)
3024	NSP	Data for CLIN 3023 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" Data Items TBD and TBD only	FFO	NSP	(a)

2. SECTION B: The schedule of CLINs is changed to remove the word "TBD" from the "Total Price or Ceiling Amount" column for CLIN 3013, to delete Note (l) from the "Notes" column for CLIN 3013, and to add Note (g), (o), and (p) to the "Notes" column for CLIN 3013.

3. SECTION B: Note (a) is revised in its entirety as follows:

(a) See Clause G-8 ("Type of Contract") for a summary of the contract structure utilized for this effort. CLINs 0001 through 0708, 0800 & 0801, 1000, and 2700 through 2901, and CLINs 3001, 3004, 3009, 3012, and 3023 are firm-fixed-price requirements provided via an indefinite-delivery-indefinite-quantity (IDIQ) arrangement. CLINs 0900-0905 are for cost-reimbursement services provided via an IDIQ arrangement. CLINs 3005, 3006, 3008, 3010, 3011, 3014, 3015, 3016 are for cost plus fixed fee requirements provided via an IDIQ arrangement. CLINs CLINs 3000 and 3013 are cost-plus-incentive-fee requirements provided via an IDIQ arrangement. CLINs 3002 and 3007 are not separately priced provided via an IDIQ arrangement; the cost and fee associated with CLINs 3002 and 3007 are included in the cost-plus-incentive-fee amount for CLIN 3000. CLINs 3017-3022 and CLIN 3024 are not separately priced provided via an IDIQ arrangement; the cost and profit associated with CLIN 3017 is included in the firm fixed price for CLIN 3001; the cost and profit associated with CLIN 3018 is included in the firm fixed price for CLIN 3009; the cost and profit associated with CLIN 3019 is included in the firm fixed price for CLIN 3012; cost and fee associated with CLIN 3020 is included in the cost plus incentive fee arrangement for CLIN 3013; the cost and fee associated with CLIN 3021 is included in the cost plus fixed fee of CLIN 3015; the cost and fee associated with CLIN 3022 is included in the cost plus fixed fee of CLIN 3016; and the cost and profit associated with CLIN 3024 is included in the firm fixed price for CLIN 3023.

4. SECTION B: Note (g) is revised in its entirety as follows:

(g)

CLIN 3000:

The prime contractor that subcontracts with Thales shall provide "Main Terminal Configuration" first article quantities as follows:

Prime Contractor: X first articles *

Thales: Y first articles *

The prime contractor that subcontracts with Marconi shall provide "EMF Terminal Configuration" first article quantities as follows:

Prime Contractor: X first articles *

Marconi: 11 first articles

CLIN 3013:

The prime contractor that subcontracts with Thales shall provide first article quantities as follows:

Prime Contractor: Z first articles *

Thales: 3 first articles

The prime contractor that subcontracts with Marconi shall provide "EMF Terminal Configuration" first article quantities as follows:

Prime Contractor: Z first articles *

Marconi: 3 first articles

* The quantities for "X," "Y," and "Z" will be completed upon award. See Section L-23 for instructions on quantities that should be proposed for Thales, Marconi and for each prime contractor.

5. SECTION B: Note (o) is added as follows:

(o) The following Cost Plus Incentive Fee (CPIF) Arrangement and Schedule Incentive Fees are applicable to CLIN 3013:

TARGET COST	\$ TBD in delivery order
TARGET FEE (X% of Target Cost*)	\$ TBD in delivery order
COST PLUS INCENTIVE FEE	\$ TBD in delivery order
INCENTIVE ON COST	
INCENTIVE ON COST (NTE X% of Target Cost*)	\$ TBD in delivery order
MAXIMUM FEE (NTE Y% of Target Cost*)	\$ TBD in delivery order
MINIMUM FEE (NTE Z% of Target Cost*)	\$ TBD in delivery order
SHARE RATIO:	
Government Share Above Target	40%
Contractor Share Above Target	60%
Government Share Below Target	20%
Contractor Share Below Target	80%
TOTAL FEE EARNABLE	
Maximum Fee on Cost Incentive	Y% of Target Cost*

* The percentages for X, Y, and Z shall be negotiated and included in the delivery order for CLIN 3013.

6. SECTION B: Note (p) is added as follows:

(p) CLIN 3013 will only be ordered if and after the Government orders CLIN 3023.

7. SECTION C: Clause C-1, SPECIFICATIONS/STATEMENT OF WORK, is updated to include CLINs 3023 and 3024. CLIN 3024 will be performed in accordance with Exhibit "J" (specific CDRLs to be defined in a future amendment to the RFP), and CLIN 3023 shall be performed in accordance with Attachment Y, Statement of Work for MIDS JTRS.

8. SECTION E: Clause E-3, INSPECTION AND ACCEPTANCE -- ORIGIN, is changed to be applicable to CLIN 3023 in addition to the other CLINs already listed.

9. SECTION E: Clause E-3.1, INSPECTION AND ACCEPTANCE -- ORIGIN for Thales-delivered terminals, is changed to be applicable to both CLINs 3000 and 3013.

10. SECTION E: Clause E-3.2, INSPECTION AND ACCEPTANCE -- ORIGIN for Marconi-delivered terminals, is changed to be applicable to both CLINs 3000 and 3013.

11. SECTION E: Clause E-4, INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS, is changed to be applicable to CLIN 3024 in addition to the other CLINs already listed.

12. SECTION E: Clause E-5, INSPECTION AND ACCEPTANCE -- DESTINATION, is changed to be applicable to CLIN 3024 in addition to the other CLINs already listed.

13. SECTION F: Clause F-2, PERIODS OF PERFORMANCE FOR ORDERING AND ORDERS, is changed to include CLINs 3023 and 3024 as follows:

<u>CLIN(s)</u>	<u>PERIODS OF PERFORMANCE FOR ISSUING ORDERS</u>
3023	Upon execution of the modification that incorporates this CLIN through the end of the contract
3024	Upon execution of the modification that incorporates this CLIN through the end of the contract

14. SECTION F: Clause F-4, TIME AND PLACE OF DELIVERY -- F.O.B. DESTINATION, is changed to include CLINs 3023 and 3024 as follows:

<u>ITEMS</u>	<u>QTY/UNIT</u>	<u>DELIVERY SCHEDULE/PERIOD OF PERFORMANCE</u>
3023	1 LOT	IAW D.O.
3024	1 LOT	IAW D.O.

15. SECTION G: Clause G-1, 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE), is changed to be applicable to CLIN 3023 in addition to the other CLINs already listed.

16. SECTION G: Clause G-7, PROGRESS PAYMENTS INVOICING INSTRUCTION, is changed to be applicable to CLIN 3023 in addition to the other CLINs already listed.

17. SECTION G: Clause G-8, TYPE OF CONTRACT, is changed to include CLINs 3023 and 3024 as follows:

<u>CLIN</u>	<u>Contract Type by CLIN</u>	Type of Contract Instrument (see DFARS 204.7003(a)(3))
3023	Firm-fixed-price	D
3024	Not Separately Priced	D

18. SECTION H: Clause H-2, INDEFINITE QUANTITY, is changed to include CLINs 3023 and 3024 as follows:

<u>CLIN(Including any SLINs Thereunder)</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
3023	0	1 LOT
3024	0	1 LOT

--	--	--

19. SECTION H: Clause H-3, TYPES OF TASK OR DELIVERY ORDERS, is changed in its entirety to include CLINs 3023 and 3024 as follows:

H-3. TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

The following types of task or delivery orders may be issued under this contract: (a) Firm-Fixed-Price under CLINs 0001 through 0706, 1000-1001, 1100, 1101, 1200, 1201, 2700-2901, 3001, 3004, 3009, 3012, 3017*, 3019*, 3023, and 3024*; (b) Cost-Plus-Fixed-Fee under CLINs 0900-0901, 3005, 3006, 3008, 3010, 3011, 3014, 3015, 3016, 3021**, and 3022**; (c) Cost-Plus-Incentive-Fee under CLIN 3000, 3002***, 3007***, and 3013, ; and (d) Cost-Plus-No-Fee under CLIN 0902, 1102, and 1202.

*CLINs 3017, 3018, 3019, and 3024 are not separately priced; these CLINs are included in the Firm Fixed Price for CLINs 3001, 3009, 3012, and 3023 respectively.

**CLINs 3021 and 3022 are not separately priced; these CLINs are included in the Cost Plus Fixed Fee of CLINs 3015 and 3016 respectively.

***CLINs 3002, 3007 are not separately priced; these CLINs are included in the Cost-Plus-Incentive-Fee arrangement of CLIN 3000. CLIN 3020 is not separately priced; this CLIN is included in the Cost-Plus-Incentive-Fee arrangement of CLIN 3013.

20. SECTION H: Clause H-5, CONTRACT DATA REQUIREMENTS – DELIVERY ORDERS, is changed to be applicable to CLIN 3024 in addition to the other CLINs already listed.

21. SECTION H: Incorporate Clause H-23.3, FIRST ARTICLE APPROVAL, to be applicable to CLIN 3013 as follows:

(NEW CLAUSE)

H-23.3 FIRST ARTICLE APPROVAL (APPLICABLE TO CLIN 3013)

(a) First Article Approval Criteria. The Government will approve the first articles if all of the following conditions have been satisfied:

(1) The Contractor has submitted the Airworthiness Certification required by Clause H-15 (“Airworthiness Certification”),

(2) The Contractor has submitted the EMC Features Approval required by Clause H-16.1 (“Electromagnetic Compatibility (EMC) Features Approval”),

(3) The Contractor has submitted the COMSEC Approval for Use required by Clause H-17 (“Communications Security (COMSEC) Approval for Use”),

(4) For Thales terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.2.

(5) For Marconi terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.3.

(6) The Contractor has successfully completed First Article Qualification Testing and submitted its FAQT Report (CDRL JB04) to the Government.

(7) The contractor's First Articles submitted to the Government for Government FAQT Testing in accordance with subsection (d) of this clause have successfully passed Government FAQT testing (see subparagraph e below).

(8) The contractor has successfully demonstrated SCA compliance (Clause H-17.1).

When the contractor has met the conditions above the Government shall notify the contractor in writing of the approval, disapproval or conditional approval of the contractor's First Article and permission to commence deliveries to the Government. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing. As so modified and corrected the approved first article shall serve as the approved product baseline for production. All the formal Product Baseline configuration management requirements for Government oversight shall commence at that time.

(b) Disposition of First Articles After First Article Approval.

1) The Contractor shall deliver for Government acceptance via DD250 all MIDS JTRS first articles. The contractor may use all of these first articles to conduct FAQT. After FAQT, the Contractor shall refurbish and retrofit all first article MIDS-JTRS to a functional state meeting requirements of the contract prior to delivery to the Government.

(c) Contractor Testing of First Articles.

(1) At least 60 calendar days before the beginning of the contractor's first article testing, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(2) The contractor shall not commence any formal contractor FAQT testing without Government approval of the contractor's FAQT test plans and procedures (CDRL JB02 and JB03).

(3) The Contractor shall submit the First Article Qualification Test report in accordance with CDRL JB04.

(d) Government Testing of First Articles.

(1) The Contractor shall submit 1 US Enhanced Modular Functionality (EMF) and 2 European EMF MIDS JTRS of the MIDS JTRS terminals under CLIN 3013 to the Government no later than 24 months after the effective date of the delivery order for CLIN 3013 to the following addresses:

For the 1 US and 1 of the 2 European Terminals:

Commanding Officer
Attention: COMSEC Custodian
SPAWAR Systems Center - San Diego
Code D03531
49590 Lassing Road
Bldg. 1, Rm. A206
San Diego, CA 92152-6121
COMSEC Account #/UIC

For 1 of the 2 THALES Terminals:

CELAR (for INFOSEC testing)
35998 Rennes Armees

France

For 1 of the 2 MARCONI Terminals:

RUD INFOSEC
Via della Pineta Sacchetti, 216
00168 Roma
Italy

(2) The shipping documentation shall contain this contract number and the Lot/Item Identification. The requirements that the first articles must meet are specified elsewhere in this contract. The Contractor shall not submit first articles for Government testing until after all Contractor first article testing has been completed by the Contractor to determine compliance with said requirements and the first articles have been inspected by the Contract Administration Office.

(3) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, repair of the first article during Government first article testing. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required corrections at no change in the contract price.

(4) The Government reserves the right to conduct any additional testing not exceeding the requirements of this contract if it deems it necessary to ensure that the first articles conform to all requirements of the contract.

(4)(a) Within 60 calendar days after the Government receives the 3 EMF MIDS JTRS terminals for Government FAQT, the Contracting Officer shall notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing. However, for every day that a terminal delivered for Government first article testing is unavailable for that testing due to terminal malfunctions, the Government shall be entitled to an additional day to notify the Contractor in writing of the successful completion or unsuccessful completion of the Government FAQT testing. The notice of successful completion or unsuccessful completion of the Government FAQT testing shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. If the Government does not notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing within sixty calendar days after receipt of the contractors First Articles, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates or the contract price, and any other contractual term affected by the delay.

(5) If the Government notifies the contractor of an unsuccessful Government FAQT due to nonconformities discovered during testing, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional test following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in subsection (d)(4) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs incurred by the Government.

(c) Requalification Requirements. . The Government reserves the right to require the Contractor to re-qualify his product if:(1) the Contractor has modified its product, or changed the material or its manufacturing processes such that, in the opinion of the Government, the validity of the previous qualification is questionable, or

(2) it is otherwise necessary to determine that the quality of the product is maintained in conformance with the specification.

Any expenses incurred by the Contractor associated with requalification (including but not limited to regressive testing) shall be borne by the Contractor.

(f) First Article Manufacturing Requirements.

The prime contractor shall produce both the US first articles and the US production quantity at the same facility on the same production line.

The European integrator shall produce first articles using the same facility and assembly line that it intends to use for production.

(3) The first articles shall conform in every respect with the requirements set forth for the production equipment and shall be manufactured with tools, materials and methods which are the same as, or representative of, the tools, materials and methods which will be used to manufacture the equipment to be furnished under CLIN 3001.

(4) Acceptance tests on the first articles shall be conducted on STE and its resident software that is at least 98% complete.

(5) The Government's First Article Approval qualifies the contractor's product baseline design (including manufacturing processes), therefore for a contractor to get final First Article Approval both terminal integrator's, Main and EMF terminal product baseline designs and their manufacturing processes must be approved by the Government.

(6) Once a contractor's or integrator's Main or EMF terminal is qualified by the Government all SRUs contained within those terminals are qualified. Any Main or EMF terminal not specifically qualified by the Government but consisting entirely of SRUs/LRUs used in an already qualified terminal is also qualified by the Government, i.e. if both the US integrator and European integrator's 2-2 transceivers are qualified by the Government then any combination of those two integrators 2-2 transceivers in a deliverable terminal shall be considered qualified.

(g) Termination for Default. If the Contractor fails to deliver any first article report on time or fails to deliver any first article on time the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

22. SECTION I: The following Section I Clauses incorporated by reference are changed as follows:

FROM:

<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>	<u>CLIN(S) FOR WHICH CLAUSE APPLIES</u>
252.234-7001	Earned Value Management System	MAR 98	CLINs 3000-3001
252.246-7001	Warranty of Data	DEC 91	0002, 0004, 0011, 0016, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0708, 0801, 0901, 1001, 1101, 1201, 2701, 2801, 2901, 3002, 3004, 3007, 3017, 3018, 3109, 3020, 3021, 3022

TO:

<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>	<u>CLIN(S) FOR WHICH CLAUSE APPLIES</u>
252.234-7001	Earned Value Management System	MAR 98	CLINs 3000, 3001, & 3013
252.246-7001	Warranty of Data	DEC 91	0002, 0004, 0011, 0016, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0708, 0801, 0901, 1001, 1101, 1201, 2701, 2801, 2901,

3002, 3004, 3007, 3017,
3018, 3109, 3020, 3021,
3022, and 3024

23. SECTION I: Clause I-13, 52.216-10 INCENTIVE FEE, is changed to include CLIN 3013 in the “*” note as follows:

* The maximum fee earnable and the total amount of schedule fee earnable shall be negotiated and included in the delivery order for CLIN 3000 and the delivery order for CLIN 3013.

24. SECTION L: Provision L-2, RECEIPT OF OFFERS/VALIDITY OF PROPOSALS, paragraph (a) is changed as follows:

(a) Receipt of Offers. Proposals are due no later than 2:00PM Pacific Daylight Time on 12 May 2004.

25. SECTION L: Provision L-14, ESTIMATED EFFECTIVE AWARD DATE, is changed as follows:

L-14. ESTIMATED EFFECTIVE AWARD DATE

For bidding/proposal purposes the estimated effective date of contract award is 30 July 2004.

26. SECTION L: Provision L-23, CONTENT OF VOLUME II PRICE/COST PROPOSAL, subparagraph L-23-1.2 is changed in its entirety as follows:

L-23. CONTENT OF VOLUME II PRICE/COST PROPOSAL

This volume shall contain cost/price information only. The guidelines and requirements in this section are provided to (1) aid the offeror in preparing its cost/price volume, and (2) aid the Government in reviewing and evaluating the offeror's cost/price volume. The Government's intent is to provide instructions that will allow the offeror to develop clear, concise and comprehensible proposals and to minimize data requests by the Government during the evaluation process.

Data contained in the cost/price proposal shall be consistent with data contained in the Technical and Management Sections of the offeror's proposal.

L23-1.1 General Information

On the first page of this section, the Offeror shall state that the Cost Proposal has been prepared completely in accordance with the terms and conditions of the solicitation. However, if the Offeror takes any exceptions to the terms and conditions of the solicitation, these exceptions shall be clearly set forth in the cover letter and shall be explained by the Offeror with the understanding that such exceptions may not be acceptable to the Government.

The Offeror shall state the beginning and end of its fiscal year for the purposes of cost estimating.

It is the Government's intention to award a first delivery order for the MIDS JTRS Phase 2B concurrently with the modification to the MIDS production contract(s) that will incorporate the changes described in this solicitation. This delivery order will most likely include all of the effort under CLINs 3000, 3002, and 3012. A delivery order or several delivery orders for CLINs 3001, 3004 through 3011, and 3013 through 3024 may be placed at time of award or a later date in accordance with the terms of the contract and the changes to the contract presented in this solicitation.

The Offeror shall ensure, at a minimum, that all of its foreign subcontractors submit a separate cost proposal that is in accordance with the requirements of this provision. For example, the subcontractors' cost proposal must utilize the common CWBS requirements outlined below and the various Templates at the

end of this Section L. Subcontractor cost proposals may be submitted directly to the Government. All cost proposals from the subcontractors specified in Provision L-24, below, should be priced in the European euro. Any reference to the subcontractor amounts in the prime offeror's proposal shall be in US dollars. The prime offeror shall use the euro/dollar conversion rate stipulated in Clause H-59 to compute a US dollar amount for subcontractor proposals.

In the preparation of its proposal the offeror should assume that the one post-award conference and nine program management reviews (PMRs) required by the Statement of Work will rotate among the two US prime contractors and each of the four European subcontractors specified in Provision L-24, below. Therefore, one of the prime contractors should host the post award conference and both of the prime contractors should split the hosting of 5 of the PMRs. Each of the subcontractors specified in Provision L-24, below, should host one PMR. It is the responsibility of the offerors to ensure that they and their subcontractors coordinate the locations of all of the PMRs so that all proposals received by the Government are consistent between each of the two offerors.

L.23-1.2 Proposed Cost-Plus-Incentive-Fee, Cost-Plus-Fixed-Fee or Prices (CLINs 3000, 3001, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, and 3017 through 3022)

Offerors shall complete Section B and provide it in this volume. This Section B shall include:

- (a) a definitive estimated cost and target fee for CLINs 3000 (**Note 3**)
- (b) a not-to-exceed unit price amount for sub-CLIN 3001AA (**Note 1**);
- (c) an estimated unit price amount for sub-CLIN 3001AB (Note 1); definitive firm fixed prices for each CDRL item identified in Table 3 of Section B (CLIN 3004);
- (d) a definitive cost-plus-fixed-fee for CLIN 3005 (**Note 2**);
- (e) an estimated cost-plus-fixed-fee for CLIN 3006 (**Note 5**);
- (f) an estimated cost-plus-fixed-fee for CLINs 3008, 3010, 3011, 3014, 3015, and 3016; and an estimated firm fixed price for CLIN 3009 (**Note 5**);
- (g) a definitive firm fixed price for CLIN 3012;
- (h) a definitive cost-plus-incentive-fee arrangement for CLIN 3013 (**Note 4**);
- (i) a definitive firm fixed price for CLIN 3023.

Note 1: A price for subCLINs 3001AA and 3001AB will be negotiated under individual delivery order(s). The price for sub-CLIN 3001AA shall not exceed the unit price provided by the offeror in response to this RFP (see L.23-1.2(b)). The Government estimates that a request for proposal for subCLIN 3001AA will be sent to the offeror on or about the end of February 2005 so that a definitive price may be negotiated. The Government estimates that any award of subCLIN 3001AA will be on or about 30 June 2005. For sub-CLIN 3001AB the offeror should provide an estimated unit price for informational purposes.

Note 2: If the Government does not provide the Computer Software Operating environment by 4 months after the date of the order for CLIN 3000 in accordance with Clause H-26 and SOW paragraph 3.2.8.b., CLIN 3005 may be ordered. In pricing this CLIN the contractor should assume that the period of performance for CLIN 3005 may begin any time from the date of award of CLIN 3000 and 6 months thereafter and shall be completed by the start of contractor FAQT.

Note 3: The prime offerors shall provide two proposal amounts for US quantities under CLIN 3000 as follows:

- (1) US: 7 first articles
- (2) US: 10 first articles

The prime offeror that subcontracts with Thales shall provide two proposal amounts for the French and Spanish quantities under CLIN 3000 as follows:

- (1) Thales: 8 first articles (four of which are for France, four of which are for Spain)

- (2) Thales: 16 first articles (twelve of which are for France, four of which are for Spain)

The prime offeror that subcontracts with Marconi shall provide a proposal amount for the Italian and German quantities under CLIN 3000 as follows:

- (1) Marconi: 10 first articles (seven of which are for Italy, three of which are for Germany)

Note 4: The primes offerors shall provide two proposal amounts for US quantities under CLIN 3013 as follows:

- (1) US: 3 first articles
(2) US: 5 first articles

The prime offeror that subcontracts with Thales shall provide a proposal amount for the French and Spanish quantities under CLIN 3013 as follows:

- (1) Thales: 3 first articles (one of which is for France, two of which are for Spain)

The prime offeror that subcontracts with Marconi shall provide a proposal amounts for the Italian and German quantities under CLIN 3013 as follows:

- (1) Marconi: 3 first articles (all of which are for Italy)

Note 5: A definitive cost-plus-fixed-fee, firm fixed price, or estimated cost-plus-incentive-fee arrangement will be negotiated under individual delivery orders as applicable for these CLINs. The offeror should provide estimates for informational purposes. Please see Clause F-2 for the period for issuing orders.

Please note that CLINs 3002, 3007, 3017, 3018, 3019, 3020, 3021, 3022, and 3024 are not separately priced. All cost and fee associated with CLIN 3002 and CLIN 3007 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3000. All cost and profit associated with CLIN 3017 shall be included in the firm-fixed-price for CLIN 3001. All cost and profit associated with CLIN 3018 shall be included in the firm-fixed-price for CLIN 3009. All cost and profit associated with CLIN 3019 shall be included in the firm-fixed-price for CLIN 3012. All cost and fee associated with CLIN 3020 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3013. All cost and fee associated with CLIN 3021 shall be included in the cost-plus-fixed-fee arrangement of CLIN 3015. All cost and fee associated with CLIN 3022 shall be included in the cost-plus-fixed-fee arrangement of CLIN 3016. All cost and profit associated with CLIN 3024 shall be included in the firm fixed price for CLIN 3023.

L-23-1.3 Proposed Cost

L-23.1.3.1 CWBS (CLINs 3000, 3005, 3012, 3013, and 3023)

SPREADSHEET FORMAT A: The Offeror shall provide a breakdown of cost for Contract Line Item Numbers (CLINs) 3000, 3005, 3012, 3013, and 3023 by cost element (see L-23.1.3.3, Cost Elements, below) in accordance with a Contract Work Breakdown Structure (CWBS) that is common among the participating MIDS JTRS Phase 2B vendors. The format for this spreadsheet shall be in accordance with Template A, Total Cost by CWBS and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing.

The Offeror shall work with the other MIDS JTRS Phase 2B vendor(s) to define a common CWBS. An example CWBS that may be used as a starting point for this discussion between the MIDS JTRS Phase 2B vendors is at the end of this Section L. At a minimum, the Government would like the final, common CWBS to include the elements contained in the provided example CWBS. The offeror, in conjunction with the other MIDS JTRS Phase 2B vendor(s), may make changes to the structure of this CWBS example or make additions to this CWBS example as needed to meet an essential requirement of the RFP or to

enhance the effectiveness of the Contract CWBS in satisfying program objectives. Contractors are expected to extend the CWBS to the appropriate level - the level that satisfies the critical visibility requirements and does not overburden the management control system. Although there may not be a one-to-one relationship, the relationship of the CWBS elements to the statement of work tasks, the specifications, and the contract line items should be clearly traceable.

L-23.1.3.2 BASES OF ESTIMATE (CLINs 3000, 3005, 3012, 3013, and 3023)

For each lowest-level WBS element to be performed by the Offeror in accordance with the common CWBS structure defined by the MIDS JTRS Phase 2B vendor(s), the offeror shall provide a basis of estimate that includes, at a minimum, the following information:

- (a) Company Name
- (b) CWBS Title
- (c) CWBS Number
- (d) CLIN Number
- (e) Labor Category, including associated Labor Category code, if applicable
- (f) Hours per Labor Category
- (g) Subcontracts
- (h) Travel
- (i) Other Direct Costs
- (j) Duration of Task
- (k) CWBS Task Definition

A complete rationale for each cost element listed above (e through i) and the proposed task duration (j) shall be included in the bases of estimate. If the Offeror proposes any subcontracts within the Offeror's BOE (i.e. if, in the case of a minor subcontractor, a separate cost proposal by CWBS element is not provided by the subcontractor), the Offeror shall name the subcontractor and provide the subcontractor's cost or price and, if appropriate, cost evaluation of that subcontractor's price. Any BOE that lists a subcontractor shall have the proposed subcontractor's proposed cost or price quotation attached. Any travel proposed shall describe the purpose of the trip, the trip destination, the duration of the trip, the number of people travelling, the proposed cost of airfare, the proposed cost of per diem, and the proposed cost of lodging. Any other direct costs proposed shall include a complete description and rationale for those costs. In short, all cost elements described within the BOE shall be fully described and supported by the Offeror in the BOE.

L-23.1.3.3 COST ELEMENTS (CLINs 3000, 3005, 3012, 3013, and 3023)

SPREADSHEET FORMAT B: The Offeror shall provide a separate spreadsheet for each CLIN that delineates a total breakdown by the following cost elements, as applicable, and for each month of performance. The format for this spreadsheet shall be in accordance with Template B, Total Cost by CLIN and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing. A roll-up summary of this spreadsheet shall also be provided at the CLIN Level in accordance with Template C, which is at the end of this Section L. Again, the Offeror may tailor this template if certain cost elements are extraneous or missing.

- o (1) Direct Materials Identify proposed material items, purchased parts or subcontracted materials including the basis for the proposed amount (e.g., engineering estimate, vendor quotation, catalog item). Provide a detailed Bill of Material (BOM) showing piece parts, quantities, unit prices and extended prices by WBS. Also provide a summary BOM in descending extended price order. The format for this information is provided below.

WBS#	WBS Element	Unit of Measure	Vendor	Basis of Price	Sole Source/Comp	Qty/Unit	Unit Price	Total Qty	Total Recurring	Total Non-Recurring	Total Extended Cost
------	-------------	-----------------	--------	----------------	------------------	----------	------------	-----------	-----------------	---------------------	---------------------

[illegible]

- (2) Material Overhead -- If applicable and in accordance with the Offeror's normal accounting procedures, identify the material overhead rate(s) and total material overhead amount being proposed and identify the cost elements to which the material overhead rate is applied.
- (2) Direct Labor - Identify the various labor categories required/intended for use under this contract (e.g. Sr. Engineer, Jr. Engineer). Include the labor category code assigned by the Offeror, if applicable, the number of labor hours and total cost for each labor category proposed.
- (3) Fringe Benefits -- If applicable and in accordance with the Offeror's normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements to which the fringe benefit rate is applied.
- (4) Overhead -- Identify the current and projected overhead rate(s) and total overhead cost being proposed and identify the various cost elements to which overhead is applied.
- (5) Other
 - (i) Direct Cost -- Identify any other direct cost elements being proposed which are not included above but are applicable to your cost volume (e.g., royalties, Special Tooling, Material, Travel, Computer Usage). The decision as to whether costs are handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror's approved cost accounting practices as disclosed in the Offeror's CAS Disclosure Statement.
 - (ii) Indirect Cost -- Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied. Advise if the rates proposed are in accordance with any Forward Pricing Rate Agreements and period of validity of any such agreement.
- (6) General and Administrative Expense -- Identify the General and Administrative Expense (G&A) rate(s) and the total G&A cost proposed and identify the various cost elements to which the G&A is being applied.
- (7) Fee -- Identify the fixed fee rate, total fixed fee, and the cost elements to which the fee is applied.
- (8) Facilities Capital Cost of Money (FCCM) -- If the Offeror proposes FCCM, the Offeror shall submit with its proposal a completed DD Form 1861 "Contract Facilities Capital and Cost of Money" with supporting documentation.

1-23.1.3.4 Offeror Support for Asserting Data and Software Restrictions and Proposed Prices

If the offeror identifies in its completed Section K clause entitled "Identification and Assertion of Use, Release, or Disclosure Restrictions" (DFARS 252.227-7017) that it will deliver any of the CDRLS listed in Section B, Table 3 with less than Unlimited Rights, the offeror shall fully support: 1) its rationale for

asserting the identified restrictions, and 2) its rationale for any price other than “\$0” proposed in Section B, Table 3 Section B. This section should be sufficiently detailed to provide the Government with a complete understanding of the circumstances that led the contractor to assert that other than unlimited rights will be provided to the Government, and that led the contractor to propose any price other than “0”. To explain its asserted restrictions and/or proposed prices, the offeror shall describe and disclose amounts of any IR&D funding or other contractor funding invested, or any other factors that support the asserted restrictions and/or proposed prices.

L-23.1.3.5 In addition to the above requirements, the Offeror may provide other type of cost data or formats that would aid in the evaluation of its proposal.

27. Attachment Y: Attachment Y is updated to Revision V. This revision removes the word “vendor” from the SOW and incorporates Appendix F for the BME Functional and Allocated Baseline development.

28. All CDRLs associated with CLIN 3024 will be defined in a future amendment to this RFP.

In order to maintain a conformed copy of the RFP replacement pages are provided as follows and attached hereto for the changes noted in paragraphs (1) through (27) above.

<u>RFP Page Number</u>	<u>Replace with page # or Version (attached hereto)</u>	<u>Description of Change</u>
B-2 through B-10	B-2 through B-11	See paragraphs 1 - 6 above
C-2	C-2	See paragraph 7 above
E-1 through E-4	E-1 through E-4	See paragraphs 8 - 12 above
F-2 through F-5	F-2 through F-5	See paragraphs 13 - 14 above
G-1 through G-3	G-1 through G-3	See paragraphs 15 - 17 above
H-4 through H-31	H-4 through H-35	See paragraphs 18 - 21 above
I-7 & I-10	I-7 & I-10	See paragraphs 22 - 23 above
L-1 & L-5	L-1 & L-5	See paragraphs 24 - 25 above
L-12 through L-17	L-12 through L-17	See paragraph 26 above
Attachment Y pages:		See paragraph 27 above
ii	ii	
iii	iii	
vii	vii	
1	1	
10	10	
18	18	
21	21	
29	29	
41	41	
45	45	
64	64	
65	65	
67	67	
N/A	68	
N/A	69	

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**Amendment 0010**

3010	CPFF	Government FAQT Support IAW Attachment Y, paragraph 3.3.1.2.1	1 LO	\$TBD	(a) (l)
3011	CPFF	Investigation Requests for Functional and Allocated Baseline Changes IAW Attachment Y, paragraph 3.4 1.2.5	1 LO	\$TBD	(a) (l)
3012	FFP	Telecommunications Security Maintenance Training and Manuals IAW Attachment Y, paragraph 3.6.5	1 LO	\$	(a)
3013	CPIF	Design, Development, and Qualification of Multifunctional Information Distribution System Joint Tactical Radio System (MIDS JTRS) Expanded Modular Functionality (EMF) Terminal, including first articles	1 LO	\$	(a) (g) (h) (o) (p)
3013AA		US			
3013AB		FRANCE			
3013AC		ITALY			
3013AD		SPAIN			
3013AE		GERMANY			
3014	CPFF	Engineering Services to support national waveform porting IAW Attachment Y, paragraph 3.2.3.2.6	1 LO	\$TBD	(a) (l)
3015	CPFF	Reliability Growth Test (RGT) program IAW Attachment Y, paragraph 3.2.3.8(c)	1 LO	\$TBD	(a) (l)
3016	CPFF	Thermal Survey IAW Attachment Y, paragraph 3.2.5	1 LO	\$TBD	(a) (l)
3017	NSP	Data for CLIN 3001 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Item JF01 only	1 LO	NSP	(a)
3018	NSP	Data for CLIN 3009 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JA0Y and JA0Z only	1 LO	NSP	(a) (n)
3019	NSP	Data for CLIN 3012 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JS0H and JS0J only	1 LO	NSP	(a) (n)
3020	NSP	Data for CLIN 3013 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JA02, JB03, and JB04 only	1 LO	NSP	(a) (n)
3021	NSP	Data for CLIN 3015 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items JA0J and JA0K only	1 LO	NSP	(a)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**Amendment 0010**

3022	NSP	Data for CLIN 3016 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Item JA0Q only	1 LO	NSP	(a)
3023	FFP	MIDS JTRS Enhanced Modular Functionality (EMF) Terminal Specification Development	1 LO	FFP	(a)
3024	NSP	Data for CLIN 3023 in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit "J" – Data Items TBD and TBD only	1 LO	NSP0	(a)

Notes:**CHANGE THE "GENERAL NOTES" AS FOLLOWS:**

(a) See Clause G-8 ("Type of Contract") for a summary of the contract structure utilized for this effort. CLINs 0001 through 0708, 0800 & 0801, 1000, and 2700 through 2901, and CLINs 3001, 3004, 3009, 3012, and 3023 are firm-fixed-price requirements provided via an indefinite-delivery-indefinite-quantity (IDIQ) arrangement. CLINs 0900-0905 are for cost-reimbursement services provided via an IDIQ arrangement. CLINs 3005, 3006, 3008, 3010, 3011, 3014, 3015, 3016 are for cost plus fixed fee requirements provided via an IDIQ arrangement. CLINs CLINs 3000 and 3013 are cost-plus-incentive-fee requirements provided via an IDIQ arrangement. CLINs 3002 and 3007 are not separately priced provided via an IDIQ arrangement; the cost and fee associated with CLINs 3002 and 3007 are included in the cost-plus-incentive-fee amount for CLIN 3000. CLINs 3017-3022 and CLIN 3024 are not separately priced provided via an IDIQ arrangement; the cost and profit associated with CLIN 3017 is included in the firm fixed price for CLIN 3001; the cost and profit associated with CLIN 3018 is included in the firm fixed price for CLIN 3009; the cost and profit associated with CLIN 3019 is included in the firm fixed price for CLIN 3012; cost and fee associated with CLIN 3020 is included in the cost plus incentive fee arrangement for CLIN 3013; the cost and fee associated with CLIN 3021 is included in the cost plus fixed fee of CLIN 3015; the cost and fee associated with CLIN 3022 is included in the cost plus fixed fee of CLIN 3016; and the cost and profit associated with CLIN 3024 is included in the firm fixed price for CLIN 3023.

(b) This contract is for the procurement of MIDS-LVT(1), MIDS-LVT(2), and MIDS JTRS variants only. If the term "MIDS-LVT" is stated in this contract without a variant identification [e.g., MIDS-LVT(1) or MIDS-LVT(2)], then the term "MIDS-LVT" applies to both MIDS-LVT(1) and , MIDS-LVT(2) variants and all configurations under such variants.

(c) No change to Note (c)

(d) No change to Note (d)

(e) The following Cost Plus Incentive Fee (CPIF) Arrangement and Schedule Incentive Fees are applicable to CLIN 3000:

TARGET COST	\$ TBD in delivery order
TARGET FEE (X% of Target Cost*)	\$ TBD in delivery order
COST PLUS INCENTIVE FEE	\$ TBD in delivery order
INCENTIVE ON COST	
INCENTIVE ON COST (NTE X% of Target Cost*)	\$ TBD in delivery order
MAXIMUM FEE (NTE Y% of Target Cost*)	\$ TBD in delivery order
MINIMUM FEE (NTE Z% of Target Cost*)	\$ TBD in delivery order
SHARE RATIO:	
Government Share Above Target	40%

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**Amendment 0010**

Contractor Share Above Target	60%
Government Share Below Target	20%
Contractor Share Below Target	80%
INCENTIVE ON SCHEDULE (See Clause B-5)	NTE \$3,000,000 if all milestone events are met in accordance with Clause B-5
	Negative incentive of \$1,000,000 if all milestone events are late IAW Clause B-5
TOTAL FEE EARNABLE:	
Maximum Fee on Cost Incentive	Y% of Target Cost*
Incentive on Schedule	\$3,000,000
Total Fee Earnable	Y% of Target Cost* Plus \$3,000,000

* The percentages for X, Y, and Z shall be negotiated and included in the delivery order for CLIN 3000.

(f) If the Government does not provide the Computer Software Operating Environment by 4 months after the date of the order for CLIN 3000 in accordance with Clause H-26 and SOW paragraph 3.2.8.b., this CLIN may be ordered. However, the Government reserves the right to order this CLIN anytime after contract award through 6 months thereafter.

(g)

CLIN 3000:

The prime contractor that subcontracts with Thales shall provide "Main Terminal Configuration" first article quantities as follows:

Prime Contractor: X first articles *

Thales: Y first articles *

The prime contractor that subcontracts with Marconi shall provide "EMF Terminal Configuration" first article quantities as follows:

Prime Contractor: X first articles *

Marconi: 11 first articles

CLIN 3013:

The prime contractor that subcontracts with Thales shall provide first article quantities as follows:

Prime Contractor: Z first articles *

Thales: 3 first articles

The prime contractor that subcontracts with Marconi shall provide "EMF Terminal Configuration" first article quantities as follows:

Prime Contractor: Z first articles *

Marconi: 3 first articles

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**Amendment 0010**

* The quantities for “X,” “Y,” and “Z” will be completed upon award. See Section L-23 for instructions on quantities that should be proposed for Thales, Marconi and for each prime contractor.

(h) The CPIF arrangement described in this contract will be based on the total Cost Plus Target Fee at the CLIN-level for CLINs 3000 and 3013. The CPIF for CLIN 3005 shall be at the CLIN-level. Invoices for CLINs 3000, 3005, and 3013 shall be submitted at the sub-CLIN-level (i.e., Sub-CLINs 3000AA, 3005AA, and 3013AA for prime contractor invoices and US subcontractor invoices; Sub-CLIN 3000AB, 3005AB, and 3013AB for Thales invoices; Sub-CLIN 3000AC, 3005AC, and 3013AC for Marconi invoices; Sub-CLIN 3000AD, 3005AD, and 3013AD for INDRA invoices; and Sub-CLIN 3000AE, 3005AE, and 3013AE for EADS invoices).

(i) The technical data package may be ordered under CLIN 3007 only in conjunction with any associated technical data rights under CLIN 3004.

(j) The Not-to-Exceed (NTE) amount represents an estimated amount for this subCLIN that will not be exceeded if and when a definitive amount is negotiated for this subCLIN under a separate delivery order.

(k) This not-to-exceed (NTE) amount represents the total NTE estimated cost-plus-fixed-fee for the porting of the following waveforms into the MIDS JTRS terminal: Have Quick, UHF DAMA, EPLRS, WNW.

(l) To Be Determined (TBD) in the “Total Price or Ceiling Amount” indicates that the estimated ceiling cost or price will be negotiated before any delivery order may be issued against these CLINs.

(m) Sub-CLIN 3001AB will only be ordered if and after the Government orders CLIN 3013.

(n) Data items JA0Y and JA0Z may be ordered in support of CLIN 3000 and CLIN 3009. Data items JS011 and JS01 may be ordered in support of CLIN 3000 and CLIN 3012. Data items JA02, JB03, and JB04 may be ordered in support of CLIN 3000 and CLIN 3013.

(o) The following Cost Plus Incentive Fee (CPIF) Arrangement and Schedule Incentive Fees are applicable to CLIN 3013:

TARGET COST	\$ TBD in delivery order
TARGET FEE (X% of Target Cost*)	\$ TBD in delivery order
COST PLUS INCENTIVE FEE	\$ TBD in delivery order
INCENTIVE ON COST	
INCENTIVE ON COST (NTE X% of Target Cost*)	\$ TBD in delivery order
MAXIMUM FEE (NTE Y% of Target Cost*)	\$ TBD in delivery order
MINIMUM FEE (NTE Z% of Target Cost*)	\$ TBD in delivery order
SHARE RATIO:	
Government Share Above Target	40%
Contractor Share Above Target	60%
Government Share Below Target	20%
Contractor Share Below Target	80%
TOTAL FEE EARNABLE	
Maximum Fee on Cost Incentive	Y% of Target Cost*

* The percentages for X, Y, and Z shall be negotiated and included in the delivery order for CLIN 3013.

(p) CLIN 3013 will only be ordered if and after the Government orders CLIN 3023.

CHANGE TO EXISTING CLAUSE**B-3. 5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989) (Applicable to cost-plus-fixed-fee CLINs only)**

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided and under "Allotted to Fixed Fee" insert the amount of incremental funding allocated to fixed fee]

<u>ITEM(S)</u>	<u>ALLOTED TO FIXED FEE</u>
* _____	* _____

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided, under "Allotment of Cost" insert the amount of incremental funding allocated to total estimated cost, and under "Period of Performance" insert date by which funding expended]

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
* _____	\$ * _____	* _____

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

* To be completed on individual delivery orders as applicable.

NEW CLAUSE**B-5. INCENTIVE ON SCHEDULE (Applicable to CLIN 3000)**

The contractor will receive fees in the below amounts if the following delivery events are achieved by the dates specified below. If the contractor does not meet the below delivery schedule for any one of these events, the contractor will not be eligible to receive any fee for that event. Events A, B, and C are independent. Therefore, if the contractor fails to meet one event, it will not preclude its eligibility to earn fee for meeting another event.

<u>Event</u>	<u>Date</u>	<u>Fee Amount</u>
A	4 M ADO	\$ 500K
B	13 M ADO	\$ 1.0M
C	24 M ADO	\$ 1.5M
D	24 M ADO	\$ To Be Determined
E	24 M ADO	\$ To Be Determined

Event Definitions

Event A: A complete allocated baseline is presented to the Government at PDR and delivered to the Government in accordance with CDRLs JA02, JA03, JA06, and JA07. In order for the contractor to be eligible for payment of this event, this complete allocated baseline presented at PDR must subsequently be authenticated by the Government. The Government will authenticate an allocated baseline that meets all of the requirements of the contract. In order to determine whether or not an allocated baseline can be authenticated, the Government will review the ABL submitted by industry for technical accuracy, completeness, format and consistency with the

requirements of the contract. If the Government determines that the ABL as submitted meets all contract requirements, the Government will authenticate the ABL, and the contractor will be awarded the Event A incentive fee. However, if the Government determines that the ABL as submitted does not meet all contract requirements, the Government will formally provide comments to the contractor and the contractor will have no more than 30 days to re-submit a corrected and complete ABL to the Government. The Government will review the ABL re-submitted by the contractor. If the Government determines that the re-submitted ABL meets all contract requirements, the Government will authenticate the ABL and the contractor will be awarded the Event A incentive fee. However, if the Government determines that the Allocated Baseline as re-submitted does not meet all requirements of the contract, the contractor will not be awarded the Event A incentive fee. At this point, the contractor will still be required under the contract to correct any deficiencies in the allocated baseline, but it will no longer be eligible for the Event A incentive fee.

Event B: Joint approval by all participating MIDS JTRS contractors (i.e., DLS, ViaSat, Thales, Marconi, Indra, EADS) that the product baseline is ready for release to manufacturing. This joint approval shall be in writing and submitted to the Government PCO on or before the date listed above.

Event C: All required U.S. test articles are provided to the U.S. Government for Government FAQT. In order for the contractor to be eligible for payment of this event, these test articles must subsequently successfully pass Government FAQT.

Event D: All required test articles are provided by Thales to the Government for Government FAQT. In order for the contractor to be eligible for payment of this event, these test articles must subsequently successfully pass Government FAQT.

Event E: All required test articles are provided by Marconi to the Government for Government FAQT. In order for the contractor to be eligible for payment of this event, these test articles must subsequently successfully pass Government FAQT.

If the contractor completes Event A later than 8 MADO, \$166,670 will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

If the contractor completes Event B later than 17 MADO, \$333,330 will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

If the contractor completes Event C later than 26 MADO, \$500,000 will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

If the contractor completes Event D later than 26 MADO, \$To be Determined will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

If the contractor completes Event E later than 26 MADO, \$To be Determined will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

NOTE: In no event shall the contractor's total fee under this contract be less than \$0.

MADO = Months After Date of Order

NEW CLAUSE

B-6. 5252.232-9400 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

This _____* is incrementally funded and the amount currently available for payment hereunder is limited to \$ _____* inclusive of fee. It is estimated that these funds will cover the cost of performance through _____*. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$ _____* shall arise unless additional funds are made available and are incorporated as modifications to this contract.

* To be completed in individual delivery orders as applicable.

ADD TABLE

TABLE 3

Table 3 This table identifies the prices for which the U.S. Government may acquire rights for itself and MIDS Participating Nations to all MIDS/JTRS technical data, noncommercial computer software, and computer software documentation applied or created during performance of this contract (CLIN 3004). If any of the technical data or computer software listed below is updated after it has been ordered under the contract, the Contractor shall deliver the rights to the updated technical data or computer software at no additional cost to the Government. The following symbol (“”) indicates the U.S. Government is not entitled to purchase the technical data/computer software rights for itself and the MIDS Participating Nations associated with that CDRL. A \$0 (zero) indicates that the rights associated with that CDRL are available to the U.S. Government and the MIDS Participating Nations at no cost.

TABLE 3 – TECHNICAL DATA AND COMPUTER SOFTWARE RIGHTS

<u>CDRL</u>	<u>Description</u>	<u>Technical Data/ Computer Software Rights Classification</u>	<u>Price</u>
JA01	SYSTEM ENGINEERING MANAGEMENT PLAN (SEMP)	Unlimited	\$0
JA02	PROGRAM UNIQUE SPECIFICATION DOCUMENTS - ITEM PERFORMANCE SPECS (SUBTITLE)	Unlimited	\$0
JA03	SOFTWARE REQUIREMENTS SPECIFICATIONS	Unlimited	\$0
JA04	RESERVED		
JA05	SOFTWARE PRODUCT SPECIFICATIONS	Unlimited	\$0
JA06	INTERFACE CONTROL DOCUMENT (ICD) INTERNAL ICD (SUBTITLE)	Unlimited	\$0
JA07	INTERFACE REQUIREMENTS SPECIFICATIONS	Unlimited	\$0
JA08	INTERFACE DESIGN DESCRIPTION APPLICATION PROGRAM INTERFACE (SUBTITLE)	Unlimited	\$0
JA09	RESERVED		
JA0A	RESERVED		
JA0B	HAZARDOUS MATERIAL SUMMARY REPORT (SUBTITLE)	Unlimited	\$0
JA0C	RESERVED		
JA0D	RESERVED		
JA0E	RESERVED		
JA0F	RELIABILITY PREDICTIONS & DOCUMENTATION OF SUPPORTING DATA	Unlimited	\$0
JA0G	RESERVED		
JA0H	RESERVED		
JA0J	RELIABILITY TEST PLAN	Unlimited	\$0
JA0K	RELIABILITY DEVELOPMENT GROWTH TEST REPORT	Unlimited	\$0
JA0L	RESERVED		
JA0M	BIT REPORT (SUBTITLE)	Unlimited	\$0
JA0N	RESERVED		
JA0P	RESERVED		

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**Amendment 0010**

JA0Q	THERMAL SURVEY REPORT	Unlimited	\$0
JA0R	ELECTROMAGNETIC INTERFERENCE CONTROL PROCEDURE	Unlimited	\$0
JA0S	RESERVED		
JA0T	RESERVED		
JA0U	SOFTWARE DEVELOPMENT PLAN	Unlimited	\$0
JA0V	RESERVED	Unlimited	\$0
JA0W	SOFTWARE DESIGN DESCRIPTION	Unlimited	\$0
JA0X	RESERVED		
JA0Y	COMPUTER SOFTWARE PRODUCT END ITEMS SOFTWARE EXECUTABLES (SUBTITLE)	Offeror to Complete	\$Offeror to Complete
JA0Z	SOFTWARE VERSION DESCRIPTION (SVD)	Unlimited	\$0
JA10	RESERVED		
JA11	RESERVED		
JA12	RESERVED		
JA13	RESERVED		
JA14	RESERVED		
JA15	RESERVED		
JA16	RESERVED		
JA17	RESERVED		
JB01	RESERVED		
JB02	RESERVED		
JB03	TEST PROCEDURE - QUALIFICATION TEST PROCEDURE (SUBTITLE)	Unlimited	\$0
JB04	TEST/INSPECTION REPORT - QUALIFICATION TEST REPORT(SUBTITLE)	Unlimited	\$0
JB05	SCIENTIFIC AND TECHNICAL REPORT - FAQT ANALYSIS (SUBTITLE)	Unlimited	\$0
JB06	RESERVED		
JB07	RESERVED		
JB08	RESERVED		
JB09	RESERVED		
JB0A	TEST PROCEDURE - QUALIFICATION INTERCHANGEABILITY TEST PROCEDURE (SUBTITLE)	Unlimited	\$0
JB0B	TEST/INSPECTION REPORT - QUALIFICATION INTERCHANGEABILITY TEST REPORT (SUBTITLE)	Unlimited	\$0
JB0C	TEST PROCEDURES - EMC FEATURES TEST PROCEDURE (SUBTITLE)	Unlimited	\$0
JB0D	TEST/INSPECTION REPORT - EMC FEATURES TEST REPORT (SUBTITLE)	Unlimited	\$0
JC01	CONTRACTOR'S CONFIGURATION MANAGEMENT PLAN	Unlimited	\$0
JC02	BASELINE DESCRIPTION DOCUMENT	Unlimited	\$0
JC03	REFERENCE DESIGNATION ASSIGNMENT PLAN	Unlimited	\$0
JC04	REQUEST FOR NOMENCLATURE	Unlimited	\$0
JC05	ENGINEERING CHANGE PROPOSAL	Unlimited	\$0
JC06	NOTICE OF REVISION	Unlimited	\$0

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**Amendment 0010**

JC07	REGRESSION VERIFICATION PROCEDURE (RVP) (SUBTITLE)	Unlimited	\$0
JC08	REGRESSION VERIFICATION REPORT (RVR) (SUBTITLE)	Unlimited	\$0
JC09	REQUEST FOR DEVIATION	Unlimited	\$0
JC0A	RESERVED		
JC0B	RESERVED		
JC0C	CONFIGURATION MANGEMENT ACCOUNTING REPORT (SUBTITLE)	Unlimited	\$0
JC0D	AS-BUILT CONFIGURATION LIST (ABCL)	Unlimited	\$0
JC0E	DATA ACCESSION LIST	Unlimited	\$0
JC0F	RESERVED		
JC0G	TECHNICAL DATA PACKAGE	Offeror to Complete	Offeror to Complete
JD01	PROGRAM SCHEDULES	Unlimited	\$0
JD02	COST PERFORMANCE REPORT	Unlimited	\$0
JD03	CONTRACT FUNDS STATUS REPORT, (CFSR)	Unlimited	\$0
JD04	COST DATA SUMMARY REPORT, (DD FORM 1921)	Unlimited	\$0
JD05	FUNCTIONAL COST HOUR AND PROGRESS CURVE REPORT (DD FORM 1921-1)	Unlimited	\$0
JD06	RESERVED		
JD07	CONTRACT WORK BREAKDOWN STRUCTURE (CWBS)	Unlimited	\$0
JD08	RESERVED		
JD09	PRESENTATION MATERIALS	Unlimited	\$0
JD0A	CONFERENCE MINUTES	Unlimited	\$0
JE01	INTEGRATED SUPPORT PLAN (ISP)	Unlimited	\$0
JE02	RESERVED		
JE03	RESERVED		
JE04	RESERVED		
JE05	RESERVED		
JE06	RESERVED		
JF01	METRICS REPORT	Unlimited	\$0
JF02	RESERVED		
JF03	RESERVED		
JF04	ACCEPTANCE TEST PLAN	Unlimited	\$0
JF05	ACCEPTANCE TEST PROCEDURE (SUBTITLE)	Unlimited	\$0
JF06	ACCEPTANCE TEST REPORT (SUBTITLE)	Unlimited	\$0
JF07	EMC FEATURES ACCEPTANCE TEST PLAN (SUBTITLE)	Unlimited	\$0
JF08	EMC FEATURES ACCEPTANCE TEST PROCEDURE (SUBTITLE)	Unlimited	\$0
JF09	EMC FEATURES ACCEPTANCE TEST REPORT (SUBTITLE)	Unlimited	\$0
JG01	RESERVED		
JG02	RESERVED		
JH01	RESERVED		
JH02	RESERVED		

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**Amendment 0010**

JH03	RESERVED		
JJ01	RESERVED		
JJ02	RESERVED		
JS01	CONTRACTOR'S TARGET PROGRAM SCHEDULE REPORT	Unlimited	\$0
JS02	FAIL SAFE DESIGN ANALYSIS DOCUMENTATION	Unlimited	\$0
JS03	THEORY OF DESIGN AND OPERATION DOCUMENTATION	Unlimited	\$0
JS04	THEORY OF COMPLIANCE	Unlimited	\$0
JS05	SECURITY VERIFICATION PLAN	Unlimited	\$0
JS06	SECURITY VERIFICATION REPORT	Unlimited	\$0
JS07	SECURITY VERIFICATION TEST PROCEDURE	Unlimited	\$0
JS08	TEMPEST CONTROL PLAN	Unlimited	\$0
JS09	TEMPEST TEST PLAN	Unlimited	\$0
JS0A	TEMPEST TEST REPORT	Unlimited	\$0
JS0B	CONFIGURATION CONTROL DOCUMENTATION	Unlimited	\$0
JS0C	ENGINEERING DRAWINGS, SOFTWARE & CONFIGURATION ITEM DATABASE	Unlimited	\$0
JS0D	PHYSICAL CONFIGURATION AUDIT PLAN AND REPORT	Unlimited	\$0
JS0E	IN-PROCESS ACCOUNTING PROCEDURES DOCUMENTATION	Unlimited	\$0
JS0F	KEY MANAGEMENT PLAN & KEY SPECIFICATION	Unlimited	\$0
JS0G	INTERFACE AND OPERATOR'S GUIDE	Unlimited	\$0
JS0H	MAINTENANCE TRAINING PLAN AND COURSE OF INSTRUCTION	Unlimited	\$0
JS0J	MAINTENANCE MANUALS	Unlimited	\$0
JS0K	SECURITY PRODUCTION ASSURANCE	Unlimited	\$0
JS0L	SOFTWARE REQUIREMENTS SPECIFICATIONS	Unlimited	\$0
JS0M	SOFTWARE TEST PLAN	Unlimited	\$0
JS0N	SOFTWARE TEST REPORT	Unlimited	\$0
JS0P	SOFTWARE DEVELOPMENT PLAN	Unlimited	\$0
JS0Q	SOFTWARE PRODUCT SPECIFICATIONS	Unlimited	\$0
JS0R	SOFTWARE TEST DESCRIPTION	Unlimited	\$0
JS0S	SOFTWARE DESIGN DESCRIPTION	Unlimited	\$0
JS0T	SOFTWARE VERSION DESCRIPTION	Unlimited	\$0

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS: Amendment 0010

If and to the extent exercised, option CLINs 0901, 0904, 1101 and 1201 shall be performed in accordance with Exhibit "D".

If and to the extent exercised, option CLIN 1001 shall be performed in accordance with Exhibit "F".

If and to the extent options are exercised, CLINs 2700, 2801, and 2901 shall be performed in accordance with Exhibit "I".

CLINs 3000, 3001, 3005, 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, and 3023 shall be performed in accordance with Attachment Y, Statement of Work for MIDS JTRS.

CLIN 3002 shall be performed in accordance with Exhibit "J," excluding data items JA0J, JA0K, JA0Q, JC0G, and JF01.

CLIN 3007 shall be performed in accordance with Exhibit "J," data item JC0G.

CLIN 3017 shall be performed in accordance with Exhibit "J," data item JF01.

CLIN 3018 shall be performed in accordance with Exhibit "J," data items JA0Y and JA0Z.

CLIN 3019 shall be performed in accordance with Exhibit "J," data items JS0H and JS0J.

CLIN 3020 shall be performed in accordance with Exhibit "J," data items JA02, JB03, and JB04.

CLIN 3021 shall be performed in accordance with Exhibit "J," data items JA0J and JA0K.

CLIN 3022 shall be performed in accordance with Exhibit "J," data item JA0Q.

CLIN 3024 shall be performed in accordance with Exhibit "J," data item TBD.

(CHANGE TO EXISTING CLAUSE) (Applicability)

C-2 REQUIREMENT FOR INTERCHANGEABILITY OF PARTS (APPLICABLE TO ALL MIDS LVT LRUs AND SRUs SUPPLIED OR REPAIRED UNDER THIS CONTRACT)

1) Interchangeable LRUs and SRUs

The LRUs and SRUs required to be interchangeable under this contract are the following:

LVT(1) LRUs are defined as the following

- Main Terminal
- Remote Power Supply
- High-Power Amplifier Group (HPAG) Interface Adapter
- AC Adapter
- DC Adapter

LVT(1) SRUs are defined as the following:

- Data Processor/Avionics MUX
- Data Processor/Avionics MUX-without the 3910 interface
- Tailored Processor/Ground MUX
- Tailored Processor
- Voice Processor
- Signal Message Processor with Enhanced Throughput
- Signal Message Processor without Enhanced Throughput
- RT Interface/Discretes

(NEW CLAUSE)**E-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)****FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.246-8	Inspection of Research and Development-- Cost-Reimbursement	May 2001

(CHANGE TO EXISTING CLAUSE) (Applicability)**E-2 HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (FEB 99) (FAR 52.246-11) (APPLICABLE TO ALL CLINS EXCEPT FOR THE 3000-SERIES CLINS)**

The Contractor shall comply with the higher level quality standards listed below:

ISO 9001, Quality Systems -- Model for quality assurance in design, development, production, installation and servicing. (Current version in effect on the date of contract award.)

(NEW CLAUSE)**E-2.1 HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (FEB 99) (FAR 52.246-11) (APPLICABLE TO ALL MIDS JTRS CLINS; i.e., 3000-SERIES CLINS)**

The Contractor shall comply with the higher level quality standards listed below:

- ISO 9001, 15 December 2000
- AQAP 2110, Edition 1 of June 2003

(CHANGE TO EXISTING CLAUSE) (Applicability)

E-3 INSPECTION AND ACCEPTANCE - ORIGIN (APPLICABLE TO CLINS 0001, 0003, 0005-0012, 0016, 0100-0151, 0200-0251, 0300-0351, 0400-0451, 0500-0551, 0600-0651, 0700, 0702-0705, 0800, 0900, 0903, 1000, 1100, 1200, 3000 (except for Thales-delivered and Marconi-delivered terminals), 3001, 3003, 3005, 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, and 3023)

FOR DLS

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMC Twin Cities-Rockwell Cedar Rapids	DCMC Springfield BAE SYSTEMS/Kearfott
1231 Park Place, N.E.	164 Totowa Road
Cedar Rapids, IA 52402-2023	Wayne, NJ 07474-0932
POC: James Close (319/378-2027)	POC: Beth Goldberg (973/633-4510)

(d) PLACE OF INSPECTION/ACCEPTANCE:

Rockwell Collins, Inc
Government Systems Division
350 Collins Road N.E.
Cedar Rapids, IA 52498
POC: Mike Kach (319/295-3214)
Cage Code: 13499

BAE Systems Information and Electronic
Systems Inc., Communication, Navigation,
Identification and Reconnaissance (CNIR)
150 Parish Drive
Wayne, NJ 07474-0932
POC: Fred Morrison (973/633-6027)
Cage Code: Q98656

(CHANGE TO EXISTING CLAUSE) (Applicability)

E-3 INSPECTION AND ACCEPTANCE - ORIGIN (APPLICABLE TO CLINS 0001, 0003, 0005-0012, 0016, 0100-0151, 0200-0251, 0300-0351, 0400-0451, 0500-0551, 0600-0651, 0700, 0702-0705, 0800, 0900, 0903, 1000, 1100, 1200, 3000 (except for Thales-delivered and Marconi-delivered terminals), 3001, 3003, 3005, 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, and 3023)

FOR VIASAT

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMA San Diego Administrative Contracting Officer
7675 Dagget Street, Suite 200
San Diego, CA 92111-2241
(858) 495-7498

(d) PLACE OF INSPECTION/ACCEPTANCE:

ViaSat, Incorporated
6155 El Camino Real
Carlsbad, CA 92009-1699
Point of Contact: Mr. Jim Keller, 760-476-2200

(NEW CLAUSE)

E-3.1 INSPECTION AND ACCEPTANCE - ORIGIN (APPLICABLE TO CLINS 3000 AND 3013 FOR THALES-DELIVERED TERMINALS)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

SECTION E – INSPECTION AND ACCEPTANCE

Amendment 0010

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMA San Diego Administrative Contracting Officer
7675 Dagget Street, Suite 200
San Diego, CA 92111-2241
(858) 495-7498

(d) PLACE OF INSPECTION/ACCEPTANCE:

Thales Communications France
Point of Contact: *

* To be completed upon award

(NEW CLAUSE)

E-3.2 INSPECTION AND ACCEPTANCE - ORIGIN (APPLICABLE TO CLINS 3000 AND 3013 FOR MARCONI-DELIVERED TERMINALS)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMA San Diego Administrative Contracting Officer
7675 Dagget Street, Suite 200
San Diego, CA 92111-2241
(858) 495-7498

(d) PLACE OF INSPECTION/ACCEPTANCE:

Marconi Selenia Communications Italy
Point of Contact: *

* To be completed upon award

(CHANGE TO EXISTING CLAUSE) (Applicability)

E-4 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 89) (SPAWAR 5252.246-9203) (APPLICABLE TO CLINS 0002, 0004, 0011, 0013, 0017, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0706, 0801, 0901, 0904, 1001, 1101, 1201, 2700, 2801, 2901, 3002, 3007, 3017, 3018, 3019, 3020, 3021, 3022, and 3024)

Data items submitted shall be the responsibility of the initial addressee under Block 14 of DD-1423 as to review for adequacy and contract compliance. Where deficiencies or inadequacies are noted, the initial addressee should so advise the contractor by letter within a reasonable period of time with copies to the ACO and the cognizant Technical Office indicated in Block 6 of DD-1423.

The initial addressee shall advise the contractor with copy to ACO and the cognizant technical code in Block 6 of DD-1423 at such time as each data submission submitted has been satisfactorily accomplished.

Inspection and acceptance of Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of DD-1423. Where acceptance is at destination and more than one addressee is shown in Block 14 of DD-1423, acceptance shall be the responsibility of the initial addressee.

Addressees other than the initial addressee, shall be considered informational.

(CHANGE TO EXISTING CLAUSE)

E-5 INSPECTION AND ACCEPTANCE—DESTINATION (Applicable to CLINs 0002, 0004, 0011, 0013, 0017, 0901, 0904, 1001, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0706, 0801, 1101, 1201, 2700-2701, 2800-2801, 2900-2091, 3002, 3007, 3017, 3018, 3019, 3020, 3021, 3022, and 3024)

Inspection and acceptance of CDRLs will be at destination in accordance with the CDRL General Instructions of the Contract (Exhibit A) and specific instructions contained in the CDRLs.

SECTION F – DELIVERIES OR PERFORMANCE

Amendment 0010

3012 UPON EXECUTION OF THE MODIFICATION THAT INCORPORATES
THIS CLIN
3013 FROM DATE OF AWARD OF THE MODIFICATION THAT
INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3014 FROM DATE OF AWARD OF THE MODIFICATION THAT
INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3015 FROM DATE OF AWARD OF THE MODIFICATION THAT
INCORPORATES THIS CLIN THROUGH THE END OF CONTRACTOR
FAQT
3016 FROM DATE OF AWARD OF THE MODIFICATION THAT
INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3017 FROM 15 APRIL 2005 THROUGH 30 SEPTEMBER 2005
3018 FROM DATE OF AWARD OF THE MODIFICATION THAT
INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3019 UPON EXECUTION OF THE MODIFICATION THAT INCORPORATES
THIS CLIN
3020 FROM DATE OF AWARD OF THE MODIFICATION THAT
INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3021 FROM DATE OF AWARD OF THE MODIFICATION THAT
INCORPORATES THIS CLIN THROUGH THE END OF CONTRACTOR
FAQT
3022 FROM DATE OF AWARD OF THE MODIFICATION THAT
INCORPORATES THIS CLIN THROUGH THE END OF THE CONTRACT
3023 UPON EXECUTION OF THE MODIFICATION THAT INCORPORATES THIS CLIN
THROUGH THE END OF THE CONTRACT
3024 UPON EXECUTION OF THE MODIFICATION THAT INCORPORATES THIS CLIN
THROUGH THE END OF THE CONTRACT

(b) The units provided under CLINs 0001 and 0003 shall be delivered in accordance with the schedule provided in clause F-3.

(c) The delivery rate for MIDS-LVT LRU systems provided under CLINs 0100-0652 shall be four (4) per month until July 2002. The delivery rate for MIDS-LVT LRU systems provided under CLINs 0100-0652 shall be twelve (12) per month beginning 01 August 2002. The delivery capacity shall increase to twenty (20) per month beginning 20 March 2003 and will increase to thirty (30) per month upon completion of the FDL contract N00039-96-C-0038. The delivery rate may exceed this rate provided that the contractor and the Government sign a bilateral modification to the basic delivery order contract to increase the rate for the contract or a bilateral delivery order to increase the rate for that particular delivery order.

The delivery requirements for CLINs 0100-0151, 0200-0251, 0300-0351, 0400-0451, 0500-0551, & 0600-0651 are stated below:

CLINs 0100-0151 & all FY00 orders against CLINs 0600-0651: The Contractor shall commence delivery of terminals (excluding those referenced above) and related spares ordered no later than 18 months after the issuance of delivery order, in accordance with the delivery schedule established in the order.

CLINs 0200-0251 & all FY01 orders against CLINs 0600-0651: The Contractor shall commence delivery of terminals and related spares ordered no later than 15 months after issuance of delivery order, in accordance with the delivery schedule established in the order.

CLINs 0300*-0351, 0400-0451, 0500-0551, and all FY02 through FY04 orders against CLINs 0600-0651: The Contractor shall commence delivery of terminals and related spares ordered no later than 12 months after issuance of delivery order, in accordance with the delivery schedule established in the order.

The specific periods of performance for these CLINs under each order shall be stated within such order but shall not extend beyond the delivery requirement dates stated above.

SECTION F – DELIVERIES OR PERFORMANCE**Amendment 0010**

*If the initial award of terminals is greater than or equal to 120 terminals, then delivery of terminals ordered under CLIN 0300 shall commence no later than 10 months after issuance of delivery order.

(d) The periods of performance for non-ordering CLINs or for orders issued against all other ordering CLINs not stated in paragraph (c) above are delineated in the next two clauses of Section F: "TIME AND PLACE OF DELIVERY - F.O.B. ORIGIN" and "TIME AND PLACE OF DELIVERY - F.O.B. DESTINATION".

(CHANGE TO EXISTING CLAUSE)**F.3. TIME AND PLACE OF DELIVERY--F.O.B. ORIGIN (DEC 1999)**

All supplies to be furnished hereunder shall be delivered free of expense to the government in accordance with instructions specified in the clause hereof entitled "F.O.B. Origin, Contractor's Facility" FAR 52.247-30, at the Contractor's plant.

ITEM(S)	QTY/UNIT	DELIVERY SCHEDULE/PERIOD OF PERFORMANCE
0001AA	1 LOT	In Accordance with (IAW) Delivery Order (D.O.) IAW D.O.
0001AB/ 0001AC	15 MIDS LVT SETS	Note: See Clause H23, paragraph (e).
0003	11 MIDS LVT SETS	Not Later Than 18 months after issuance of delivery order. Note: See Clause H.23, paragraph (e).
0005	1 LOT	IAW Option Exercise D.O.
0006	1 LOT	IAW Option Exercise D.O.
0010	1 LOT	24 months after issuance of delivery order.
0012	1 LOT	24 months after issuance of delivery order.
0015	1 LOT	From option exercise until first terminal delivery under CLIN 0001.
0016-0017	1 LOT	IAW Option Exercise D.O.
0020-0029	1 LOT Per CLIN	IAW Option Exercise D.O.
0100-0151, 0200-0251, 0300-0351, 0400-0451, 0500-0551, 0600-0651	IAW each D.O.	IAW each D.O. and within the requirements stated in clause F-2. In the sequence established in Section F of each delivery order.
0700	1 LOT	From issuance of D.O. through first MIDS-LVT LRU system delivery (excluding CLINs 0001 & 0003).
0702-0705	1 LOT per CLIN	From issuance of D.O. through twelve months thereafter.
0800	IAW each Technical Direction Letter (TDL)	IAW each TDL. No TDL's period of performance shall extend beyond 30 September 2004.
1000	IAW D.O.	Per Clause H.39, 800hrs/4yrs from date of each item acceptance.
3004	1 LOT*	Upon issuance of delivery order
3005	1 LOT	From award of delivery order to the start of contractor FAQT**

SECTION F – CONTRACT ADMINISTRATION DATA**Amendment 0010**

3011	1 LOT	IAW D.O.
3015	1 LOT	IAW D.O.

* The Government may order Data Rights under CLIN 3004 on an individual CDRL basis in accordance with Clause F-2, Period of Performance for Ordering and Orders. For those CDRLs identified in Clause B-2 with a price of \$0, the Government automatically obtains the rights in those CDRLs identified in Clause B-2 without issuing a delivery order.

** The Government's decision to order this CLIN does not relieve the contractor of its obligations to comply with the delivery schedule for CLIN 3000 identified in Clause F-4.

(CHANGE TO EXISTING CLAUSE)**F-4. TIME AND PLACE OF DELIVERY--F.O.B. DESTINATION**

Destination and delivery schedule are set forth below:

<u>ITEM(S)</u>	<u>DESTINATION</u>	<u>QUANTITY</u>	<u>DELIVERY SCHEDULE/ PERIOD OF PERFORMANCE</u>
0002	In accordance with (IAW) CDRL, Exhibit B	1 LOT	In accordance with (IAW) CDRL, Exhibit B
0004	IAW CDRL, Exhibit B	1 LOT	IAW CDRL, Exhibit B
0011	IAW CDRL, Exhibit H	1 LOT	IAW CDRL, Exhibit H
0016	IAW CDRL, Exhibit G	1 LOT	IAW CDRL, Exhibit G
0152, 0252, 0352, 0452, 0552, 0652	IAW CDRL, Exhibits C & E	1 LOT	IAW CDRL, Exhibit C & E
0701, 0706	IAW CDRL, Exhibit F	1 LOT	IAW CDRL, Exhibit F
0801	IAW CDRL, Exhibit F	1 LOT	IAW CDRL, Exhibit F
0900, 0902, 0903, 0905	IAW each D.O.	1 LOT	IAW each D.O.
1100, 1102, 1200, 1202			
0901, 0904, 1101, 1201	IAW CDRL, Exhibit D	1 LOT	IAW CDRL, Exhibit D
1001	IAW CDRL, Exhibit F	1 LOT	IAW CDRL, Exhibit F
2700	IAW CDRL, Exhibit I	1 LOT	IAW CDRL, Exhibit I
2801	IAW CDRL, Exhibit I	1 LOT	IAW CDRL, Exhibit I
2901	IAW CDRL, Exhibit I	1 LOT	IAW CDRL, Exhibit I
3000	IAW D.O.	1 LOT	*
3001	IAW D.O.	IAW D.O.	NLT 23 Months after delivery order award **
3002	IAW CDRL, Exhibit J	1 LOT	IAW CDRL, Exhibit J
3006	IAW D.O.	1 LOT	IAW D.O.
3007	IAW CDRL, Exhibit J	1 LOT	IAW CDRL, Exhibit J
3008	IAW D.O.	1 LOT	IAW D.O.
3009	IAW D.O.	1 LOT	IAW D.O.
3010	IAW D.O.	1 LOT	IAW D.O.
3012	IAW D.O.	1 LOT	IAW D.O.

SECTION F – CONTRACT ADMINISTRATION DATA**Amendment 0010**

3013	IAW D.O.	1 LOT	IAW D.O.
3014	IAW D.O.	1 LOT	IAW D.O.
3016	IAW D.O.	1 LOT	IAW D.O.
3017	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3018	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3019	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3020	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3021	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3022	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3023	IAW D.O.	1 LOT	IAW D.O.
3024	IAW CDRL	1 LOT	IAW CDRL, Exhibit J

* The detailed delivery schedule and intended destination is as follows:

US Terminals (per Prime Contractor)

<u>Qty</u>	<u>MADO</u>	<u>Note</u>
2	26 MADO	
2	27 MADO	
3	28 MADO	
3	29 MADO	See Clause L-23-1.2. These three terminals for the US may or may not be included in the modification that incorporates CLIN 3000.

Thales-Delivered European Terminals (16)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 France	
2	27 MADO	2 Spain	
3	28 MADO	2 France / 1 Spain	
4	29 MADO	3 France / 1 Spain	See Clause L-23-1.2. These three terminals for France may or may not be included in the modification that incorporates CLIN 3000.
4	30 MADO	4 France	See Clause L-23-1.2. These four terminals for France may or may not be included in the modification that incorporates CLIN 3000.
1	31 MADO	1 France	See Clause L-23-1.2. This terminal for France may or may not be included in the modification that incorporates CLIN 3000.

Marconi-Delivered European Terminals (10)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 Italy	
2	27 MADO	2 Germany	
3	28 MADO	2 Italy / 1 Germany	
3	29 MADO	3 Italy	

** All deliveries shall be completed NLT 23 months after delivery order award. These terminals shall be delivered at a rate of 5 terminals per month.

(CHANGE TO EXISTING CLAUSE) (Applicability)**G-1. 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)
(APPLICABLE TO CLINS 0001-0801, 1000, 1100, 1200, 2700-2901, 3001, 3004, 3009, 3012,
and 3023)**

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with _____ copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14, SF1449-Block 18a), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subtitle item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
- ☐ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

(CHANGE TO EXISTING CLAUSE) (Applicability)**G-2 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) ALT I (JUL 92) (NAPS 5252.232-9001) (APPLICABLE TO CLINS 0900, 0902, 1102, 1202, 3000, 3005, 3006, 3008, 3010, 3011, 3013, 3014, 3015, and 3016)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF-1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and _____ two copies, to the contract auditor* at the following address:

_____ unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the COR, **MR. GREG ROPP, MIDS-LVT INTERNATIONAL PROGRAM OFFICE, PMW 101/159, CODE PMW101/159-15 (for DLS) or MR. KIRK RYAN, MID-LVT INTERNATIONAL PROGRAM OFFICE, PMW 101/159, CODE PMW101-17 (for ViaSat)**. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/services is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

- ☒ is required with each invoice submittal.
- ☐ is required only with the final invoice.
- ☐ is not required.

(f) A Certificate of Performance

- ☐ shall be provided with each invoice submittal.
- ☒ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

(CHANGE TO EXISTING CLAUSE)

G-5 DESIGNATION OF PROCUREMENT CONTRACTING OFFICER AND APPOINTMENT OF ORDERING OFFICER(S)

The Procurement Contracting Officer is listed below and is the sole ordering officer for this contract:

Commander, Space & Naval Warfare Systems Command
4301 Pacific Highway
Attention: Ms. Melissa L. Hawkins, Code 02-2HE, Bldg. OT4, Rm. 1035B
San Diego, CA 92110-3127

Phone: (858)537-0346
Facsimile: (619)524-3180
E-mail: melissa.hawkins@navy.mil

(CHANGE TO EXISTING CLAUSE) (APPLICABILITY)

G-7 PROGRESS PAYMENTS INVOICING INSTRUCTION (APPLICABLE TO CLINS 0001-0801, 1100, 1200, 3001, 3003, 3009, 3012, and 3023)

All contractor requests for progress payments shall be submitted on Standard Form 1443, "Contractor's Request for Progress Payment," in lieu of an invoice, in accordance with instructions contained on the reverse side of the Standard Form 1443 to the cognizant administration office for certification of progress payments. Final invoices are to be submitted in accordance with vouchering and paying instructions contained in Section G.

(CHANGE TO EXISTING CLAUSE)**G-8 TYPE OF CONTRACT**

The type of contract for this action is as follows:

<u>CLIN</u>	<u>Contract Type by CLIN</u>	<u>Type of Contract Instrument (see DFARS 204.7003(a)(3))</u>
0001 through 0706	Firm-fixed-price	D
0800-0801	Firm-fixed-price	C
0900, 0901, 0903, 0904,	Cost-Reimbursement with Fixed Fee	D
0902, 0905, 1102, 1202	Cost-Reimbursement with No Fee	D
1000-1001, 1100, 1101, 1200, 1201	Firm-fixed-price	D
2700-2901	Firm-fixed-price	D
3000	Cost-Plus-Incentive-Fee	D
3001	Firm Fixed Price	D
3002	Not-Separately-Priced	D
3003-3004	Firm-fixed price	D
3005	Cost-Plus-Fixed-Fee	D
3006	Cost-Plus-Fixed-Fee	D
3007	Not Separately Priced	D
3008	Cost-Plus-Fixed-Fee	D
3009	Firm Fixed Price	D
3010	Cost-Plus-Fixed-Fee	D
3011	Cost-Plus-Fixed-Fee	D
3012	Firm Fixed Price	D
3013	Cost-Plus-Incentive-Fee	D
3014	Cost-Plus-Fixed-Fee	D
3015	Cost-Plus-Fixed-Fee	D
3016	Cost-Plus-Fixed-Fee	D
3017	Not Separately Priced	D
3018	Not Separately Priced	D
3019	Not Separately Priced	D
3020	Not Separately Priced	D
3021	Not Separately Priced	D
3022	Not Separately Priced	D
3023	Firm Fixed Price	D
3024	Not Separately Priced	D

3017	0	1 LOT
3108	0	1 LOT
3019	0	1 LOT
3020	0	1 LOT
3021	0	1 LOT
3022	0	1 LOT
3023	0	1 LOT
3024	0	1 LOT

*See Specific Notes 11C & 11D on page B-22 of the contract for Minimum and Maximum limits.

(CHANGE TO EXISTING CLAUSE)

H-3. TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

The following types of task or delivery orders may be issued under this contract: (a) Firm-Fixed-Price under CLINs 0001 through 0706, 1000-1001, 1100, 1101, 1200, 1201, 2700-2901, 3001, 3004, 3009, 3012, 3017*, 3019*, 3023, and 3024*; (b) Cost-Plus-Fixed-Fee under CLINs 0900-0901, 3005, 3006, 3008, 3010, 3011, 3014, 3015, 3016, 3021**, and 3022**; (c) Cost-Plus-Incentive-Fee under CLIN 3000, 3002***, 3007***, and 3013, ; and (d) Cost-Plus-No-Fee under CLIN 0902, 1102, and 1202.

*CLINs 3017, 3018, 3019, and 3024 are not separately priced; these CLINs are included in the Firm Fixed Price for CLINs 3001, 3009, 3012, and 3023 respectively.

**CLINs 3021 and 3022 are not separately priced; these CLINs are included in the Cost Plus Fixed Fee of CLINs 3015 and 3016 respectively.

***CLINs 3002, 3007 are not separately priced; these CLINs are included in the Cost-Plus-Incentive-Fee arrangement of CLIN 3000. CLIN 3020 is not separately priced; this CLIN is included in the Cost-Plus-Incentive-Fee arrangement of CLIN 3013.

CHANGE TO EXISTING CLAUSE (Applicability)

H-4 METHOD OF SELECTION FOR ISSUANCE OF ORDERS (APPLICABLE TO ALL CLINS EXCEPT THE 3000-SERIES CLINS)

(A) Individual orders exceeding \$2,500 shall be placed using one of the following selection procedures:

- (1) The ordering officer may request technical proposals and price proposals from each awardee and make award(s) to the contractor(s) whose proposal(s), in the judgment of the ordering officer, represents the best value to the government. The contractor is permitted to propose improvements (e.g., performance, schedule, prices contained in Section B of this contract) in its quotation. "Best value" is defined as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101).

- (2) The ordering officer may utilize existing contract prices determined in accordance with clause B-4. The contractor may propose price improvements to clause B-4 at any time after contract award.

(B) The Government desires continuous improvements in terminal & spares pricing via updates to the pricing structure contained in clause B-4. The Government considers a price improvement to be an updated pricing structure (e.g., learning curve in clause B-4) that results in a lower, overall MIDS-LVT system LRU price. If the contractor proposes terminal and spares pricing independent of clause B-4, the Government may elect to disregard such prices even if they may be lower than prices derived from clause B-4. If determined to be the best value to the Government, the ordering officer may utilize an offeror's higher prices from an existing clause B-4 or a proposed updated clause B-4.

(C) Regardless of the selection procedures utilized, the ordering officer will consider existing prices from Section B (including clause B-4) and any proposed price improvements to clause B-4, and may consider any of the following technical factors:

- (a) information received from the contractor(s) in response to the contracting officer's request for cost/technical proposals, if requested;
- (b) past performance under this contract including all outstanding and previous delivery orders (including frequency of warranty repairs as well as frequency & expenses of non-warranty repairs);
- (c) warranty prices;
- (d) successful interchangeability with the EMD MIDS-LVT;
- (e) successful demonstration of vendor-to-vendor interchangeability requirements; and
- (f) Proposed Special Test Equipment to meet Government's required delivery rate(s).

If the ordering officer utilizes selection procedure (A)(1), the RFP will specify instructions for submitting a proposal, identify the technical factors that will be used in the evaluation, along with their relative order of importance, and will state the relative importance of the technical factors to price. The technical factors in the RFP may not include all of those identified in paragraph (C) above, and may include other technical factors more appropriate for the particular requirement.

(D) The ordering officer may elect to not compete the award of any particular order if one or more of the following conditions exist:

- (a) The agency need for such supplies or services is so urgent that providing the opportunity would result in unacceptable delays;
- (b) Only one contractor is capable of providing such supplies or services at the level of quality required because the supplies or services are unique or highly specialized;
- (c) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;
- (d) It is necessary to place an order to satisfy a minimum guarantee; or

- (c) If the Government utilizes existing prices in Section B (Clause B-4) provided such prices were based on adequate price competition.

CHANGE TO EXISTING CLAUSE (applicability)

H-5. CONTRACT DATA REQUIREMENTS – DELIVERY ORDERS (APPLICABLE TO CLINS 0002, 0004, 0011, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0706, 0801, 0901, 0904, 1001, 1101, 1201, 2700, 2801, 2901, 3002, 3007, 3017, 3018, 3019, 3020, 3021, 3022, and 3024)

The data items shown on the DD 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

CHANGE TO EXISTING CLAUSE (applicability)

H-7. LIMITATION OF LIABILITY – HIGH-VALUE ITEMS (APPLICABLE TO CLINS 0001, 0003, 0100, 0200, 0300, 0400, 0500, 0600, MAIN TERMINAL LRUs REPAIRED UNDER CLINs 0800, CLINs 3000, 3001, and 3013)

In consonance with FAR 46.805(a)(3) and FAR 52.246-24 (“Limitation of Liability – High-Value Items”), all Items and Subline Items deliverable hereunder are identified as High-Value Items.

CHANGE TO EXISTING CLAUSE (applicability)

H-10. SEGREGATION OF COSTS (AUG 92) (SPAWAR 5252.232-9206) (APPLICABLE TO CLINs 0900, 0902, 0903, 0905, 1102, 1202, 3000, 3005, 3006, 3008, 3010, 3011, 3013, 3014, 3015, and 3016)

The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask. This requirement shall apply to the contractor and all European subcontractors identified in Clause H-58.

Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the technical direction letter or delivery order which authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN which corresponds to the work invoiced. One (1) copy of each invoice will be provided to the COR, designated herein, and the PCO at the time of submission to DCAA.

CHANGE TO EXISTING CLAUSE (Applicability)**H-11 TRAVEL REIMBURSEMENT, COST CONTRACTS (APPLICABLE TO ALL COST-TYPE CLINS, BUT NOT APPLICABLE TO TRAVEL, SUBSISTENCE, AND LODGING COSTS INCURRED BY THE EUROPEAN SUBCONTRACTORS IDENTIFIED IN CLAUSE H-58)**

Costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the services under this contract. Reimbursement for the costs of subsistence and lodging shall be considered to be reasonable and allowable daily charges as compared to the maximum rates set forth in the following:

- a. Federal Travel Regulations dated 1 January 1999 prescribed by the General Services Administration for travel in the contiguous 48 United States;
- b. Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;
- c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be required under these circumstances.

When authorized, per diem shall be paid by the Contractor to his employees at a rate not to exceed the prevailing locality per diem rate. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the "Allowable Cost and Payment" clause of the contract.

The contractor shall not be paid for travel for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel shall not be paid for services performed at the contractor's home facility or at any location within a 50 mile driving radius of the contractor's home facility.

Travel costs/personnel transportation other than described in the above paragraph, shall be allowed only to the extent that such transportation is necessary for the performance of services under the contract.

The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(NEW CLAUSE)

H-11.1 TRAVEL REIMBURSEMENT, COST CONTRACTS (APPLICABLE TO ALL COST TYPE CLINS FOR TRAVEL, SUBSISTENCE, AND LODGING COSTS INCURRED BY EUROPEAN SUBCONTRACTORS IDENTIFIED IN CLAUSE H-58)

Costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the services under this contract. Reimbursement for the costs of subsistence and lodging shall be considered to be reasonable and allowable daily charges as compared to the maximum rates set forth in the following:

- a. Decret 86-416 du 12 mars 1986 paru au Journal Officiel du 15 mai 1986
- b. CIRCULAIRE Number B-2E-22-DU 01 MARS 1991

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be required under these circumstances.

When authorized, per diem shall be paid by the Contractor to his employees at a rate not to exceed the prevailing locality per diem rate. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the "Allowable Cost and Payment" clause of the contract.

The contractor shall not be paid for travel for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel shall not be paid for services performed at the contractor's home facility or at any location within a 50-mile driving radius of the contractor's home facility.

Travel costs/personnel transportation other than described in the above paragraph, shall be allowed only to the extent that such transportation is necessary for the performance of services under the contract.

The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Nevertheless, the class of service used for travel should not cause a European subcontractor to breach any of its obligations toward its employees.

CHANGE TO EXISTING CLAUSE**H-13. 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME	Melissa L. Hawkins
ADDRESS	4301 Pacific Highway San Diego, CA 92110-3127
TELEPHONE	(858) 537-0346
E-MAIL	melissa.hawkins@navy.mil

CHANGE TO EXISTING CLAUSE (Applicability)**H-15. AIRWORTHINESS CERTIFICATE (APPLICABLE TO ALL MIDS-LVT(1)s AND MIDS JTRS DELIVERED UNDER THIS CONTRACT)**

(a) The Contractor shall certify that the delivered terminals are safe for intended use. The certificate shall be based on successful completion of Contractor testing and analysis. Safe-For-Intended Use (SFIU) tests shall consist of (1) Crash Safety, (2) Random Vibration, (3) Electronic

Field Radiated Emission (RE02) Test, (4) Power Line and signal Line Conducted Emission (CE03) and explosive atmosphere, and (5) TACAN tests *.

* The TACAN tests apply only to European terminals delivered to Germany.

(b) The Contractor shall provide a completed AFMC Form 3, Component Airworthiness Certificate, prior to First Article Approval. The AFMC Form 3 is considered "completed" once the contractor has completed the necessary testing and analysis and the responsible contractor system safety engineer/officer/ manager has signed the form. The Government expects to review the test data and analyses upon which the Contractor based the airworthiness certificate.

(c) The Contractor shall maintain the Terminal's airworthiness certificate until the period of performance for the entire contract is completed.

NEW CLAUSE

H-16.1. ELECTROMAGNETIC COMPATIBILITY (EMC) FEATURES APPROVAL (APPLICABLE TO ALL MIDS JTRS DELIVERED UNDER THIS CONTRACT)

The Contractor is required to obtain EMC features approval in accordance with the DoD EMC Features Certification Performance Specification prior to First Article Approval and to maintain such approval until the period of performance for the entire contract is completed. Any waivers or deviations against the DoD EMC Features Certification Performance Specification shall be submitted to NTIA via the DoD Certification Authority for approval. The certification effort may require technical interchange meetings with the DoD Certification Authority, currently designated as PEO C4I&S, or with members of their designated EMC Features Certification execution activity. Accordingly, it is the sole responsibility of the Contractor to determine and to provide all information, briefings, test procedures, test conduct, test reports and analysis that may be required to document and obtain certification from the DoD Certification Authority and final EMC features approval from NTIA.

CHANGE TO EXISTING CLAUSE (Applicability)

H-17. COMMUNICATIONS SECURITY (COMSEC) APPROVAL FOR USE (APPLICABLE TO ALL MIDS LVTs and MIDS JTRS DELIVERED UNDER THIS CONTRACT)

The Contractor is required to develop and obtain National Security Agency (NSA) Approval for Use of the MIDS LVT(1), MIDS LVT(2), and MIDS JTRS together with NSA approval of the associated documentation prior to First Article Approval and to maintain such COMSEC Approval for Use until the period of performance for the entire contract is completed. This effort will require technical interchange meetings with NSA, or a designated agency.

For all MIDS-LVTs and MIDS JTRSs produced or MIDS-LVT and MIDS JTRS repairs performed for U.S. requirements, the COMSEC portions of terminals must be manufactured and integrated in the U.S. by a U.S. company holding a U.S. COMSEC account.

Accordingly, it is the sole responsibility of the Contractor to determine and to provide all information, briefings, test procedures, test conduct, test reports and analysis that may be required to document and obtain such approval by NSA. The schedule will not be extended for reasons related to meeting NSA's requirements. The NSA Program Manager for MIDS can be reached at (410) 854-6841.

For the purposes of this procurement, the term "COMSEC" and the term "Telecommunications Security" shall be considered equivalent.

NEW CLAUSE**H-17.1. SOFTWARE COMMUNICATIONS ARCHITECTURE (SCA)
CERTIFICATION (Applicable to MIDS JTRS)**

The Contractor shall provide support to the JTRS Joint Program Office (JPO) and its designated agencies in performing SCA-compliance testing for certification of the MIDS JTRS and its components, including waveform applications, radio systems applications, and operational environment applications. The contractor shall prepare and submit an SCA certification and demonstration plan as part of the Contractor FAQT test plan (CDRL JB02) and test procedures (CDRL JB03). The contractor shall demonstrate SCA compliance to the Government prior to First Article delivery.

NEW CLAUSE**H-17.2 INFORMATION SECURITY (INFOSEC) CERTIFICATION (APPLICABLE TO ALL MIDS JTRS DELIVERED UNDER THIS CONTRACT BY THALES)**

In addition to the NSA COMSEC approval for use, the Contractor shall identify and implement the appropriate organizations and procedures necessary to obtain INFOSEC certification of the Thales MIDS JTRS terminal from SECAN and to maintain the INFOSEC certification through the production and logistic support activities. Government National INFOSEC verification and testing organization is:

CELAR
Boite Postale 7
35998 Rennes Armees

NEW CLAUSE**H-17.3 INFORMATION SECURITY (INFOSEC) CERTIFICATION (APPLICABLE TO ALL MIDS JTRS DELIVERED UNDER THIS CONTRACT BY MARCONI)**

In addition to the NSA COMSEC approval for use, the Contractor shall identify and implement the appropriate organizations and procedures necessary to obtain INFOSEC certification of the Marconi MIDS JTRS terminal from SECAN and to maintain the INFOSEC certification through the production and logistic support activities. Government National INFOSEC verification and testing organization is:

RUD INFOSEC
Via della Pineta Sacchetti, 216

00168 Roma
Italy

CHANGE TO EXISTING CLAUSE**H-21 RESTRICTED ACCESS TO COMSEC INFORMATION (Applicable to all CLINs except the 3000-series CLINs)**

(a) The Contractor agrees to obtain written approval from the National Security Agency (NSA) through the PCO on behalf of the MIDS IPO/PMW 101 before assigning work or granting access to any foreign national or foreign representative to data related to the following items/subject matter, whether such data is provided by the Government or generated under this Contract in accordance with DD Form 254, Contract Security Classification Specification:

- | | |
|------------------------------------|--|
| 1. U-TVB CTIC/DS-101 Hybrid; | 4. Cryptographic Keys; and |
| 2. AN/CYZ-10 Data Transfer Device; | 5. Related software, interface |
| 3. AN/KOI-18 Paper Tape Reader; | specifications, and interface documents. |

(b) For purposes of this clause, a foreign national is anyone who is not a citizen of the United States. A foreign representative is anyone (regardless of nationality) who is acting as an official, agent, or employee of (i) a foreign owned/controlled/influenced firm, corporation, or person or (ii) a foreign government. Nothing in this clause is intended to waive any requirement imposed by any other US Government agency with respect to employment of either foreign nationals or foreign representatives or to export control.

(c) The Contract assumes that the NSA through the PCO on behalf of the MIDS IPO/PMW 101 will grant approval for access of the items/subject matter listed in paragraph (a) of Clause "Restricted Access To COMSEC Information", as defined herein by the clauses H-25 and H-26, to the Contractor.

NEW CLAUSE**H-21.1 RESTRICTED ACCESS TO COMSEC INFORMATION (Applicable to the 3000-series CLINs only)**

(a) The Contractor agrees to obtain written approval from the National Security Agency (NSA) through the PCO on behalf of the Tactical Links IPO - PMW 101/159 before assigning work or granting access to any foreign national or foreign representative to data related to the following items/subject matter, whether such data is provided by the Government or generated under this Contract in accordance with DD Form 254, Contract Security Classification Specification:

- | | |
|-------------------------------------|-----------------------------------|
| 1. U-TVB CTIC/DS-101 Hybrid; | 19. Cryptographic Keys; and |
| 2. AN/CYZ-10 Data Transfer Device; | 20. E-HVM, MIDS SMP & docs |
| 3. AN/KOI-18 Paper Tape Reader; | 21. UIC, TEO, TOC, FSRs |
| 4. AN/KOV-21, COMSEC CCA | 22. Key Management Infrastructure |
| 5. Secure DTD 2000 System | 23. Simple Key Loader |
| 6. Electronic Key Management System | 24. AN/KOK-22, Key Processor |

- | | |
|---|-------------------------------------|
| 7. AN/KOK-13, Key Processor | 25. KGV-11 Crypto Unit |
| 8. KG-40A Crypto Unit | 26. KGV-8A/B/C Crypto Unit |
| 9. HAIPE, High Assurance Internet Protocol Encryption | |
| 10. KG-84 Crypto Unit | 27. STE & STU-3 |
| 11. KYK-13, Common Fill Device | 28. KOI-18, Paper Tape Reader |
| 12. Common Tier 3 DTD UAS | 29. CUAS, Common User App SW |
| 13. AIM Crypto Device | 30. Sierra Crypto Device |
| 14. JCE Crypto Device | 31. PSIAM Crypto Device |
| 15. PEIP II Crypto Device | 32. KIV-21 LLC, Link Level Crypto |
| 16. MIDS/JTRS COMSEC Test docs | 33. Crypto Modernization Initiative |
| 17. JTRS COMSEC Specs | 34. Key Materials |
| 18. JTRS Security APIs & SPCIs | 35. Suite A & Suite B Algorithms |

(b) For purposes of this clause, a foreign national is anyone who is not a citizen of the United States. A foreign representative is anyone (regardless of nationality) who is acting as an official, agent, or employee of (i) a foreign owned/controlled/influenced firm, corporation, or person or (ii) a foreign government. Nothing in this clause is intended to waive any requirement imposed by any other US Government agency with respect to employment of either foreign nationals or foreign representatives or to export control.

(c) The Contract assumes that the NSA through the PCO on behalf of the Tactical Links IPO – PMW 101/159 will grant approval for access of the items/subject matter listed in paragraph (a) of Clause "Restricted Access To COMSEC Information", as defined herein by the clauses H-25 and H-26, to the Contractor.

CHANGE TO EXISTING CLAUSE (to delete Software from the title and Applicability)

H-22. DATA/SOFTWARE ACCESSION LIST (Applicable to all CLINs under the contract except the 3000-series CLINs)

The Data Accession List (DAL) provides a listing of information generated by the Contractor as required by Attachment "E" under CDRL "E00J." The Contracting Officer may order copies of any data, documentation or computer software identified in the DAL. If requested, electronic copies of the data shall be made available to the Government on-line via the Contractor's Web site or secure encrypted electronic file transfer within 5 working days from the date of the request. The cost of furnishing such data or software shall be subject to payment pursuant to DFARS 252.227-7027 ("Deferred Ordering of Technical Data or Computer Software") under Section I.

NEW CLAUSE

H-22.1 DATA ACCESSION LIST (Applicable to 3000-series CLINs)

The Data Accession List (DAL) provides a listing of information generated by the Contractor as required by Attachment "Y" under CDRL "JC0E." The Contracting Officer may order copies of any data, documentation or computer software identified in the DAL. If requested, electronic copies of the data shall be made available to the Government on-line via the Contractor's Web site or secure encrypted electronic file transfer within 5 working days from the

date of the request. The cost of furnishing such data or software shall be subject to payment pursuant to DFARS 252.227-7027 (“Deferred Ordering of Technical Data or Computer Software”) under Section I.

(NEW CLAUSE)**H-23.2 FIRST ARTICLE APPROVAL (APPLICABLE TO CLIN 3000)**

(a) First Article Approval Criteria. The Government will approve the first articles if all of the following conditions have been satisfied:

(1) The Contractor has submitted the Airworthiness Certification required by Clause H-15 (“Airworthiness Certification”),

(2) The Contractor has submitted the EMC Features Approval required by Clause H-16.1 (“Electromagnetic Compatibility (EMC) Features Approval”),

(3) The Contractor has submitted the COMSEC Approval for Use required by Clause H-17 (“Communications Security (COMSEC) Approval for Use”),

(4) For Thales terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.2.

(5) For Marconi terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.3.

(6) The Contractor has successfully completed First Article Qualification Testing and submitted its FAQT Report (CDRL JB04) to the Government.

(7) The contractor’s First Articles submitted to the Government for Government FAQT Testing in accordance with subsection (d) of this clause have successfully passed Government FAQT testing (see subparagraph c below).

(8) The contractor has successfully demonstrated SCA compliance (Clause H-17.1).

When the contractor has met the conditions above the Government shall notify the contractor in writing of the approval, disapproval or conditional approval of the contractor’s First Article and permission to commence deliveries to the Government. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing. As so modified and corrected the approved first article shall serve as the approved product baseline for production. All the formal Product Baseline configuration management requirements for Government oversight shall commence at that time.

(b) Disposition of First Articles After First Article Approval.

1) The Contractor shall deliver for Government acceptance via DD250 all MIDS JTRS first articles. The contractor may use all of these first articles to conduct FAQT. After FAQT, the Contractor shall refurbish and retrofit all first article MIDS-JTRS to a functional state meeting requirements of the contract prior to delivery to the Government.

(c) Contractor Testing of First Articles.

(1) At least 60 calendar days before the beginning of the contractor's first article testing, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(2) The contractor shall not commence any formal contractor FAQT testing without Government approval of the contractor's FAQT test plans and procedures (CDRL JB02 and JB03).

(3) The Contractor shall submit the First Article Qualification Test report in accordance with CDRL JB04.

(d) Government Testing of First Articles.

(1) The Contractor shall submit 2 US Main and 2 European Main MIDS JTRS of the MIDS JTRS terminals under CLIN 3000 to the Government no later than 24 months after the effective date of the delivery order for CLIN 3000 to the following addresses:

For the 2 US and 1 of the 2 European Terminals:

Commanding Officer
Attention: COMSEC Custodian
SPAWAR Systems Center -- San Diego
Code D03531
49590 Lassing Road
Bldg. 1, Rm. A206
San Diego, CA 92152-6121
COMSEC Account #/UIC

For 1 of the 2 THALES Terminals:

CELAR (for INFOSEC testing)
35998 Rennes Armees
France

For 1 of the 2 MARCONI Terminals:

RUD INFOSEC
Via della Pineta Sacchetti, 216
00168 Roma
Italy

(2) The shipping documentation shall contain this contract number and the Lot/Item Identification. The requirements that the first articles must meet are specified elsewhere in this contract. The Contractor shall not submit first articles for Government testing until after all Contractor first article testing has been completed by the Contractor to determine compliance with said requirements and the first articles have been inspected by the Contract Administration Office.

(3) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, repair of the first article during Government first article testing. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required corrections at no change in the contract price.

(4) The Government reserves the right to conduct any additional testing not exceeding the requirements of this contract if it deems it necessary to ensure that the first articles conform to all requirements of the contract.

(4)(a) Within 60 calendar days after the Government receives the 4 Main MIDS JTRS terminals for Government FAQT, the Contracting Officer shall notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing. However, for every day that a terminal delivered for Government first article testing is unavailable for that testing due to terminal malfunctions, the Government shall be entitled to an additional day to notify the Contractor in writing of the successful completion or unsuccessful completion of the Government FAQT testing. The notice of successful completion or unsuccessful completion of the Government FAQT testing shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. If the Government does not notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing within sixty calendar days after receipt of the contractors First Articles, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates or the contract price, and any other contractual term affected by the delay.

(5) If the Government notifies the contractor of an unsuccessful Government FAQT due to nonconformities discovered during testing, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional test following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in subsection (d)(4) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs incurred by the Government.

(c) Requalification Requirements. . The Government reserves the right to require the Contractor to re-qualify his product if:(1) the Contractor has modified its product, or changed the material or its manufacturing processes such that, in the opinion of the Government, the validity of the previous qualification is questionable, or

(2) it is otherwise necessary to determine that the quality of the product is maintained in conformance with the specification.

Any expenses incurred by the Contractor associated with requalification (including but not limited to regressive testing) shall be borne by the Contractor.

(f) First Article Manufacturing Requirements.

(1) The prime contractor shall produce both the US first articles and the US production quantity at the same facility on the same production line.

(2) The European integrator shall produce first articles using the same facility and assembly line that it intends to use for production.

(3) The first articles shall conform in every respect with the requirements set forth for the production equipment and shall be manufactured with tools, materials and methods which are the same as, or representative of, the tools, materials and methods which will be used to manufacture the equipment to be furnished under CLIN 3001.

(4) Acceptance tests on the first articles shall be conducted on STE and its resident software that is at least 98% complete.

(5) The Government's First Article Approval qualifies the contractor's product baseline design (including manufacturing processes), therefore for a contractor to get final First Article Approval both terminal integrator's, Main and EMF terminal product baseline designs and their manufacturing processes must be approved by the Government.

(6) Once a contractor's or integrator's Main or EMF terminal is qualified by the Government all SRUs contained within those terminals are qualified. Any Main or EMF terminal not specifically qualified by the Government but consisting entirely of SRUs/LRUs used in an already qualified terminal is also qualified by the Government, i.e. if both the US integrator and European integrator's 2-2 transceivers are qualified by the Government then any combination of those two integrators 2-2 transceivers in a deliverable terminal shall be considered qualified.

(g) Termination for Default. If the Contractor fails to deliver any first article report on time or fails to deliver any first article on time the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(NEW CLAUSE)

H-23.3 FIRST ARTICLE APPROVAL (APPLICABLE TO CLIN 3013)

(a) First Article Approval Criteria. The Government will approve the first articles if all of the following conditions have been satisfied:

(1) The Contractor has submitted the Airworthiness Certification required by Clause H-15 ("Airworthiness Certification"),

(2) The Contractor has submitted the EMC Features Approval required by Clause H-16.1 ("Electromagnetic Compatibility (EMC) Features Approval"),

(3) The Contractor has submitted the COMSEC Approval for Use required by Clause H-17 ("Communications Security (COMSEC) Approval for Use"),

(4) For Thales terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.2.

(5) For Marconi terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.3.

(6) The Contractor has successfully completed First Article Qualification Testing and submitted its FAQT Report (CDRL JB04) to the Government.

(7) The contractor's First Articles submitted to the Government for Government FAQT Testing in accordance with subsection (d) of this clause have successfully passed Government FAQT testing (see subparagraph e below).

(8) The contractor has successfully demonstrated SCA compliance (Clause H-17.1).

When the contractor has met the conditions above the Government shall notify the contractor in writing of the approval, disapproval or conditional approval of the contractor's First Article and permission to commence deliveries to the Government. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing. As so modified and corrected the approved first article shall serve as the approved product baseline for production. All the formal Product Baseline configuration management requirements for Government oversight shall commence at that time.

(b) Disposition of First Articles After First Article Approval.

1) The Contractor shall deliver for Government acceptance via DD250 all MIDS JTRS first articles. The contractor may use all of these first articles to conduct FAQT. After FAQT, the Contractor shall refurbish and retrofit all first article MIDS-JTRS to a functional state meeting requirements of the contract prior to delivery to the Government.

(c) Contractor Testing of First Articles.

(1) At least 60 calendar days before the beginning of the contractor's first article testing, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(2) The contractor shall not commence any formal contractor FAQT testing without Government approval of the contractor's FAQT test plans and procedures (CDRL JB02 and JB03).

(3) The Contractor shall submit the First Article Qualification Test report in accordance with CDRL JB04.

(d) Government Testing of First Articles.

(1) The Contractor shall submit 1 US Enhanced Modular Functionality (EMF) and 2 European EMF MIDS JTRS of the MIDS JTRS terminals under CLIN 3013 to the Government no later than 24 months after the effective date of the delivery order for CLIN 3013 to the following addresses:

For the 1 US and 1 of the 2 European Terminals:

Commanding Officer
Attention: COMSEC Custodian
SPAWAR Systems Center – San Diego
Code D03531
49590 Lassing Road
Bldg. 1, Rm. A206
San Diego, CA 92152-6121
COMSEC Account #/UIC

For 1 of the 2 THALES Terminals:

CELAR (for INFOSEC testing)
35998 Rennes Armees
France

For 1 of the 2 MARCONI Terminals:

RUD INFOSEC
Via della Pineta Sacchetti, 216
00168 Roma
Italy

(2) The shipping documentation shall contain this contract number and the Lot/Item Identification. The requirements that the first articles must meet are specified elsewhere in this contract. The Contractor shall not submit first articles for Government testing until after all Contractor first article testing has been completed by the Contractor to determine compliance with said requirements and the first articles have been inspected by the Contract Administration Office.

(3) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, repair of the first article during Government first article testing. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required corrections at no change in the contract price.

(4) The Government reserves the right to conduct any additional testing not exceeding the requirements of this contract if it deems it necessary to ensure that the first articles conform to all requirements of the contract.

(4)(a) Within 60 calendar days after the Government receives the 3 EMF MIDS JTRS terminals for Government FAQT, the Contracting Officer shall notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing. However, for every day that a terminal delivered for Government first article testing is unavailable for that testing due to terminal malfunctions, the Government shall be entitled to an additional day to notify the Contractor in writing of the successful completion or unsuccessful completion of the Government FAQT testing. The notice of successful completion or unsuccessful completion of the Government FAQT testing shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. If the Government does not notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing within sixty calendar days after receipt of the contractors First Articles, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates or the contract price, and any other contractual term affected by the delay.

(5) If the Government notifies the contractor of an unsuccessful Government FAQT due to nonconformities discovered during testing, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional test following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in subsection (d)(4) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs incurred by the Government.

(c) Requalification Requirements. . The Government reserves the right to require the Contractor to re-qualify his product if: (1) the Contractor has modified its product, or changed the material or its manufacturing processes such that, in the opinion of the Government, the validity of the previous qualification is questionable, or

(2) it is otherwise necessary to determine that the quality of the product is maintained in conformance with the specification.

Any expenses incurred by the Contractor associated with requalification (including but not limited to regressive testing) shall be borne by the Contractor.

(f) First Article Manufacturing Requirements.

The prime contractor shall produce both the US first articles and the US production quantity at the same facility on the same production line.

The European integrator shall produce first articles using the same facility and assembly line that it intends to use for production.

(3) The first articles shall conform in every respect with the requirements set forth for the production equipment and shall be manufactured with tools, materials and methods which are the same as, or representative of, the tools, materials and methods which will be used to manufacture the equipment to be furnished under CLIN 3001.

(4) Acceptance tests on the first articles shall be conducted on STE and its resident software that is at least 98% complete.

(5) The Government's First Article Approval qualifies the contractor's product baseline design (including manufacturing processes), therefore for a contractor to get final First Article Approval both terminal integrator's, Main and EMF terminal product baseline designs and their manufacturing processes must be approved by the Government.

(6) Once a contractor's or integrator's Main or EMF terminal is qualified by the Government all SRUs contained within those terminals are qualified. Any Main or EMF terminal not specifically qualified by the Government but consisting entirely of SRUs/LRUs used in an already qualified terminal is also qualified by the Government, i.e. if both the US integrator and European integrator's 2-2 transceivers are qualified by the Government then any combination of those two integrators 2-2 transceivers in a deliverable terminal shall be considered qualified.

(g) Termination for Default. If the Contractor fails to deliver any first article report on time or fails to deliver any first article on time the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(CHANGE TO EXISTING CLAUSE)

H-26. 5252.245-9200 GOVERNMENT FURNISHED MATERIAL (JAN 1989)

The Government, via Management Control Activity (MCA) Distribution Code N00039, will furnish to the contractor for use in connection with this contract, only the Government Furnished Material set forth below:

SECTION H- SPECIAL CONTRACT REQUIREMENTS**Amendment 0010**

<u>SOURCE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>DATE</u>	<u>DESTINATION</u>	<u>NOTES</u>
IPO	MIDS CORE Software MIDS TIO Software MIDS ADDSI Software MIDS SIA Software	1 EA 1 EA 1 EA 1 EA	11 MACA. Updated versions provided as required.	Contractor's Plant	See clauses H.21. Version Description Documents will be provided with the software.
IPO	IP Encryption Device	2 EA	6 MACA	Contractor's Plant	See Clause H.21.
NSA	U-TVB CTIC/DS-101 Hybrid	1 per SMP SRU ordered, plus 2 spares for every 100 SMP SRUs ordered.	8 months after effective date of each production order	Contractor's Plant	If less than 100 SMP SRUs are ordered, then an additional 2 spares should be provided.
IPO (JTRS JPO)	SINGARS/ESIP Waveform (WF) Link 16 WF Have Quick WF UHF DAMA WF EPLRS WF WNW WF	1 EA 1 EA 1 EA 1 EA 1 EA	6 MADO 6 MADO * * * *	Contractor's Plant	Design document and source code will be provided "as is"

*As applicable, these waveforms will be provided to the contractor upon award of any delivery order(s) for CLIN 3008.

SECTION H- SPECIAL CONTRACT REQUIREMENTS

Amendment 0010

<u>SOURCE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>DATE</u>	<u>DESTINATION</u>	<u>NOTES</u>
IPO (JTRS JPO)	CF Applications (CF) SPCI	1 EA	4 MADO	Contractor's Plant	Design document and source code will be provided "as is"
	Radio Devices (RD) SPCI	1 EA	4 MADO		
	Radio Services (RS) SPCI	1 EA	4 MADO		
	Radio Security Services (RSS) SPCI	1 EA	4 MADO		
	Red Switch Policy SPCI	1 EA	4 MADO		
	Cryptographic Subsystem Applications SPCI	1 EA	4 MADO		
	Software Loader Verifer (SLV) Application SPCI	1 EA	4 MADO		
	JTRS WNW Network Manager (JWNW) SPCI	1 EA	4 MADO		

Only the material listed above in the quantities shown will be furnished by the Government notwithstanding any provisions of the specification(s) to the contrary. Government Furnished Material will be delivered, all transportation charges paid, to the cognizant contract administration office specified herein, in care of the contractor's plant. If the Government determines that such software does not successfully operate on the MIDS EMD LVT, then the clause at FAR 52.245-2 "Government Property (Fixed Price Contracts)" shall apply.

(NEW CLAUSE)**H-26.1 RELEASE OF GOVERNMENT FURNISHED MATERIAL**

If required for performance of work under the contract, the contractor shall release Government Furnished Material identified in H-26 as soon as possible to the European Subcontractors identified in Clause H-58 as long as the contractor has followed the requirements of the International Traffic and Arms Regulations (ITAR).

UPDATE TO EXISTING CLAUSE**H-31.1 WAIVER AND RELEASE FROM CLAIMS RELATED TO THE MIDS JTRS FUNCTIONAL AND ALLOCATED BASELINE**

(a) Delivery Order No. 0020 (DLS), 0033 (Euromids), and D.O. 0027 (ViaSat) issued under this contract required the Contractor to develop the MIDS/JTRS Functional and Allocated Baselines (i.e., CDRL E00K entitled "Program-Unique Specification Documents," and subtitled "Performance Specification System Specification;" CDRL E00L entitled "System/Segment Interface Control Specification, and subtitled "MIDS JTR Platform Interfaces;" CDRL E00M

entitled "Program Unique Specification Documents," and subtitled "Performance Specification Item Specification;" CDRL E00N entitled "Software Requirements Specification (SRS);" CDRL E00P entitled "Interface Requirements Specification (IRS);" and CDRL E00Q entitled "Interface Control Document (ICD)," and subtitled "Configuration Item ICD;" CDRL E00R entitled "Software Development Plan;" and CDRL E00S entitled "Program Unique Specification Documents" and subtitled "Performance Specification Item Specification"). The Government anticipates that it will issue a delivery order under CLIN 3000 of this contract that will require the Contractor to use those CDRLs in performing that/those delivery orders. Accordingly, the Contractor agrees that it, its subcontractors, successors, and assignees shall not be entitled to an equitable adjustment of the price, delivery schedule, or any other provision of this contract for any nonconformity, unsuitability, or defects of any kind contained in CDRLs E00K, E00L, E00M, E00N, E00P, E00Q, E00R and E00S delivered to the Government under delivery order 0020 (DLS), 0033 (Euromids), and D.O. 0027 (ViaSat).

(b) In addition, the Contractor for itself, its subcontractors, its successors, and assignees, hereby remises, releases, and forever discharges the Government, its officers, agents, and employees from any and all entitlement of the Contractor to changes to the price, delivery schedule, or both, for any nonconforming, unsuitable, or defective data of any kind contained in CDRLs E00K, E00L, E00M, E00N, E00P, E00Q, E00R and E00S. This release covers all costs that may be incurred by the Contractor as a result of such alleged defects, errors, omissions, or nonconformities (including but not limited to labor, material, overhead, G&A, profit, interest, and proposal preparation expenses) whether or not such costs are known or unknown or foreseeable or unforeseeable to either or both of the parties as of the effective date of the contract modification that incorporates this clause, without regard to whether such costs were, or are, incurred before or after the date of said events, actions or omissions, or after the effective date of the contract modification that incorporates this clause, and whether or not such costs have been discussed with, or for any reason reserved for future discussion with the Government or made the basis for other assertion of claims. This release by the Contractor includes but is not limited to, any and all delay (direct and cumulative) and the costs thereof, all costs of dislocations, disruptions (local and cumulative), accelerations (direct and cumulative), proposal preparation and efficiencies in performance, and all overhead costs (including but not limited to unabsorbed overhead) regardless of whether any such costs are or were caused directly by, indirectly by, cumulatively by or in consequence of the impact of alleged defects, errors, omissions, or nonconformities in CDRLs E00K, E00L, E00M, E00N, E00P, E00Q, E00R and E00S.

(c) The rights granted to the Government under this clause are in addition to, and do not affect its rights under any other provisions of this contract, including but not limited to, FAR § 52.245-19 (Government Property Furnished "As Is")(APR 1984) and DFARS § 252.2246-7001 (Warranty of Data)(DEC 1991).

UPDATE TO EXISTING CLAUSE (Applicability)

H-38. DELIVERY ORDER LIMITATIONS OF COST/FUNDS (APPLICABLE TO CLINs 0900-0902, 1102, 1202, 3000, 3005, 3006, 3008, 3010, 3011, 3013, 3014, 3015, and 3016)

In accordance with the FAR Clause 52.232-20, "Limitation of Cost," or 52.232-22 "Limitation of Funds," the Government shall not be obligated to reimburse the Contractor for work

performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

NEW CLAUSE (Applicability)

H-41.1 ACCESS TO GOVERNMENT TEST FACILITIES (Applicable to 3000-series CLINs)

(a) Space and Naval Warfare Systems Center San Diego (SPAWARSYSCEN-SD) Systems Integration Facility (SIF) is the designated facility for US Government First Article Qualification Test (FAQT).

(b) Prior to completion of contractor FAQT, the Government will permit two periods in the SIF for each manufacturer to support verifications that manufacturers may want to conduct in the SIF. Each of the optional test periods shall not exceed a total of 40 SIF operating hours. SIF operating hours are defined as any time the SIF test bed is in use, including remote access.

(c) Written objectives and scheduling requests for the use of the SIF shall be submitted to the SIF Test Director at least two weeks in advance of proposed activities. Contact 1-619-553-4986 (Mr. Dave Roth) or send requests to ctbsched@spawar.navy.mil.

(d) All visitors to SPAWARSYSCEN are required to submit visit requests. Degree of access required is NATO Secret. Request for after-hours-access is also recommended. Information for visitor requests is available at the following website: <http://www.spawar.navy.mil/sandiego>

(e) SPAWAR and CELAR are the designated facilities for Government First Article Qualification Test (FAQT) of Thales terminals. SPAWAR and TBD* are the designated facility for Government FAQT of Marconi terminals.

* The Italian test facility will be determined at time of contract award.

(f) Prior to completion of contractor FAQT, the Government will permit two periods in the CELAR for each manufacturer to support verifications that manufacturers may want to conduct in the CELAR. Each of the optional test periods shall not exceed a total of 40 CELAR operating hours. CELAR operating hours are defined as any time the CELAR test bed is in use, including remote access.

(g) Written objectives and scheduling requests for the use of the CELAR shall be submitted to the CELAR Test Director at least two weeks in advance of proposed activities. Contact XXX or send request to CELAR at;

Anne Marie Pinel
Telephone: 33-29-94-29188

(h) All visitors to CELAR are required to submit visit requests. Degree of access required is NATO Secret. Request for after-hours-access is also recommended.

(CHANGE TO EXISTING CLAUSE (Applicability))

H-44 ASSOCIATE CONTRACTOR AGREEMENT (ACA) (Applicable to all CLINs except the 3000-series CLINs)

The offeror shall enter into an associate contractor agreement with _____ (fill in for each), a MIDS LVT ((1)& (2)) U.S. Production contractor. The offeror shall ensure that the ACA remains in effect through the period of performance of this contract, which will include the periods of performance for any and all options exercised. Although the Government will attempt to facilitate the exchange of information, the Contractors shall be solely responsible for obtaining and providing all information necessary to successfully perform the requirements of the contract. This ACA shall at a minimum but not limited to, include the following requirements:

- Vendor to Vendor interchangeability as defined in Section C-2
- Joint Interchangeability Plan
- Statement of Work (SOW) for First Article Qualifications as defined in Paragraph 3.4.
- Statement of Work for Production as defined in Paragraph 3.11. and 3.9
- Statement of Work for Non-Recurring Engineering as defined in paragraph 3.1.2
- Statement of Work for Configuration and Data Management as defined in Paragraphs 3.1, 3.2.3.6 and 3.2.3.7.
- MIDS Configuration and Data Management Integrated Process/Product Team (IPPT) functions
- MIDS Configuration and Data Management Interface Control Working Group (ICWG) functions

The ACA shall be executed and delivered to the Procurement Contracting Officer (PCO) within 30 calendar days after award of the letter contract. Any subsequent modifications to the ACA shall be submitted to the PCO within 30 calendar after execution. Execution of this requirement shall be considered a "material requirement" of the contract within the meaning of FAR Clause 52.232-16, "Progress Payment" incorporated by reference under Section I of this contract. In the event that a copy of the ACA is not provided to the PCO within 30 calendar days after award of this letter contract the PCO shall reduce or suspend progress payments for both Contractors as a result of the offeror's failure to comply with this material requirement.

(NEW CLAUSE)

H-44.1 ASSOCIATE CONTRACTOR CLAUSE FOR MIDS-JTRS ACTIVITIES

(Applicable to the 3000-series CLINs)

The MIDS JTRS prime contractors (DLS, ViaSat) shall enter into an associate contractor agreement which shall include as signatories the following European contractors: Thales, Indra, Marconi and EADS. The contractor shall ensure that the ACA remains in effect through the period of performance of the MIDS-JTRS delivery order(s). Although the Government will attempt to facilitate the exchange of information, the contractor shall be solely responsible for obtaining and providing all information necessary to successfully perform the requirements of the contract. The ACA shall at a minimum include the following requirements:

- Multi-Vendor to Vendor interchangeability as defined in Section C-2.1 and in the MIDS-JTRS Phase 2B delivery order Statement of Work.
- Development, design and configuration management of the MIDS-JTRS as defined in the MIDS-JTRS Phase 2B delivery order, including the submittal of joint CDRLs when required.
- Participation, as required in the MIDS-JTRS Phase 2B delivery order, in the Technical Working Group (TWG), Problem Review Board (PRB) and Interface Control Working Group (ICWG).

The ACA shall be executed and delivered to the Procurement Contracting Officer (PCO) within 60 calendar days after award of the MIDS-JTRS Phase 2B delivery order. Any subsequent modifications to the ACA shall be submitted to the PCO within 30 calendar days after execution.

(NEW CLAUSE)

H-349 REIMBURSEMENTS UNDER COST REIMBURSEMENT OR TIME-AND-MATERIAL OR LABOR-HOUR CONTRACTS (MAR 2000)

(a) Office Equipment

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage

machines are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 "Allowable Cost and Payment" clause, if this is a cost-reimbursement contract.

(b) Overtime

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall not be worked without written authorization from the Contracting Officer.

(c) Overtime/Holiday Rate

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed under the contract. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

(d) Expendable Material

Expendable materials, such as clerical supplies and materials which are considered to be a normal cost of doing business, are considered to be overhead expenses and must be included in hourly labor rates shown in Section B and payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause. They shall not be billed as a separate material cost.

(f) Other Material

Material, other than expendable material, shall be furnished pursuant to specific authorization in a task/delivery order issued under this contract. The contractor will be required to support all material costs claimed by submission of paid subcontractor invoices. Contractor will be reimbursed at the contractor's cost less any applicable discount, plus material handling costs, if any, are specified in Section B of this contract. Material handling charge shall be shown in Section B only if the contractor's accounting system segregates that particular cost.

(NEW CLAUSE)**H-354 PROCEDURES FOR ISSUING ORDERS (DEC 1999) (Applicable to 3000-series CLINs)**

(a) *Ordering.* This is an indefinite quantity/indefinite delivery contract for the design, development, qualification, fabrication, assembly, acceptance testing, and delivery of MIDS JTRS. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. When mailed, a delivery/task order shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery/task orders on DD Form 1155. Orders shall be placed by the Contracting Officer or his/her representative. Delivery/task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures.*

(1) Delivery/task orders issued shall include, but not be limited to, the following information:

- (a) Date of Order
- (b) Contract, order number and requisition number
- (c) Appropriation and accounting data
- (d) Description of the services to be performed
- (e) Description of end item(s) to be delivered
- (f) DD Form 254 (Contract Security Classification Specification), if applicable
- (g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
- (h) Exact place of pickup and delivery
- (i) The inspecting and accepting codes (as applicable)
- (j) Period of time in which the services are to be performed
- (k) For each applicable labor category, estimated number of labor hours required to perform the order
- (l) The estimated cost plus fixed fee or ceiling price for the order
- (m) List of Government-furnished material and the estimated value thereof, if applicable
- (n) Delivery date

(c) *Modification of Delivery/Task Orders.* Delivery/Task orders may be modified by the ordering officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery/Task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery/task order within one working day after receipt thereof.

(d) The cost plus fixed fee or ceiling amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) *Unilateral Orders.* Delivery/Task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

NEW CLAUSE

H-53. 5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

NEW CLAUSE

H-54. 5252.227-9402 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United

States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

NEW CLAUSE

H-55. WAIVER AND RELEASE OF DEFECTIVE TECHNICAL DATA PACKAGE CLAIMS

(a) CLIN 3002 requires the Contractor to deliver to the Government various items of technical data and computer software listed in Exhibit "J" to this contract. The Government intends to use that technical data and computer software for follow-on acquisitions for MIDS JTRS and MIDS JTRS RPS Adapter LRUs. Accordingly, if the Contractor is awarded a follow-on contract for MIDS JTRS or MIDS JTRS RPS Adapter LRUs, the Contractor agrees that it shall not submit any claim or request for equitable adjustment of the price, delivery schedule, or both, under any such follow-on contract based upon any alleged defects, errors, omissions, or nonconformities in CDRLs JC0G.

(b) Except as otherwise stated in paragraph (a) above, the Contractor for itself, its successors, and assignees, hereby remises, releases, and forever discharges the Government, its officers, agents, and employees from any and all entitlement of the Contractor to changes to the price, delivery schedule, or both, of any follow-on acquisitions for MIDS JTRS arising out of or relating to any alleged defects, errors, omissions, or nonconformities in CDRLs JC0G delivered under this contract. This release covers all costs that may be incurred by the Contractor as a result of such alleged defects, errors, omissions, or nonconformities (including but not limited to labor, material, overhead, G&A, profit, interest, and proposal preparation expenses) whether or not such costs are known or unknown or foreseeable or unforeseeable to either or both of the parties as of the effective date of this contract modification, without regard to whether such costs were, or are, incurred before or after the date of said events, actions or omissions, or after the effective date of this contract modification, and whether or not such costs have been discussed

with, or for any reason reserved for future discussion with the Government or made the basis for other assertion of claims. This release by the Contractor includes but is not limited to, any and all delay (direct and cumulative) and the costs thereof, all costs of dislocations, disruptions (local and cumulative), accelerations (direct and cumulative), proposal preparation and efficiencies in performance, and all overhead costs (including but not limited to unabsorbed overhead) regardless of whether any such costs are or were caused directly by, indirectly by, cumulatively by or in consequence of the impact of alleged defects, errors, omissions, or nonconformities in CDRL JC0G.

(c) The rights granted to the Government under this clause are in addition to, and do not affects its rights under any other provisions of this contract, including but not limited to, FAR § 52.245-19 (Government Property Furnished "As Is")(APR 1984) and DFARS § 252.2246-7001 (Warranty of Data)(DEC 1991).

(NEW CLAUSE)

H-56. CONTRACTOR VERIFICATION OF APPROVAL OF COMMON PRODUCT BASELINE FOR RELEASE TO MANUFACTURING

The contractor shall certify in writing to the Government that it has approved the common Product Baseline suitable for release to its manufacturing organization. This certification shall be provided to the Government when the last of the Product Baseline is approved for release to manufacturing (in the event that the release is done in a progressive manner). This certification shall document to the Government that the contractor has, in conjunction with all other participating contractors, released a Product Baseline to its manufacturing group that it agrees is complete and at an acceptable level of detail to initiate production. This certification shall be signed by DLS, ViaSat, Indra, Thales, Marconi and EADS and shall be included as part of the CDR exit criteria.

(NEW CLAUSE)

H-57. LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (NOV 2003)

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

(NEW CLAUSE)

H-58 REQUIRED SUBCONTRACTING ARRANGEMENTS (APPLICABLE TO MIDS JTRS)

The MIDS International Program Office requires that the MIDS JTRS design, development, and qualification program be conducted on a collaborative basis by each of the participating nations' designated national contractors. To that end, each of the prime U.S. contractors must subcontract with one of the following "Integrator" industries:

- France: Thales Communications ("Integrator")
- Italy: Marconi Selenia Communications ("Integrator")

The prime U.S. contractors must each subcontract with a different European integrator. At a minimum, the role of the European "integrator" will be to assemble and qualify terminals at a European facility for delivery to the European nations.

Additionally, the following European companies must be included as a subcontractor under one or more of the prime U.S. contracts:

- Spain: Indra Sistemas S.A.
- Germany: EADS Deutschland GmbH

(NEW CLAUSE)

H-59 REFERENCE CURRENCY AND FIXED RATES OF CURRENCY EXCHANGE (APPLICABLE TO MIDS JTRS)

Throughout the term of this Contract and only for the exclusive purposes of this Contract, a single currency (Reference Currency) and one fixed rate of currency exchange will be used to establish the cost basis of the Program.

The Reference Currency, expressed as equivalent contract dollars (US), generates parity values or reference values for the other participating currency (the European euro) when related to fixed exchange rates (e.g., to establish and maintain contract cost).

The fixed rate of currency exchange between the US Dollar and the European Euro is derived from the daily rate published in *The Wall Street Journal* on the date that the Request For Proposal (RFP) was issued, i.e., 26 November 2003:

$$0.8485\text{€} = \$1.00 \text{ (US)}$$

(NEW CLAUSE)

H-60 COST ACCOUNTING STANDARDS – MODIFIED COVERAGE (APPLICABLE TO MIDS JTRS)

Pursuant to FAR 30.201 and 48 CFR Chapter 99 Subpart 9903.201-2(e), foreign concerns which are a party to, or a subcontractor of, this Contract are exempt from all Cost Accounting Standards (CAS) requirements other than 48 CFR Chapter 99 Subpart 9904.401 (Consistency in Estimating, Accumulating, and Reporting Costs) and 48 CFR Chapter 99 Subpart 9904.402 (Consistency in Allocating Costs Incurred for the Same Purpose.)”

SECTION I- CONTRACT CLAUSES**Amendment 0010**

<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>	<u>CLIN(S) FOR WHICH CLAUSE APPLIES</u>
252.229-7002	Customs Exemptions (Germany)	JUN 97	All
252.229-7003	Tax Exemptions (Italy)	JAN 02	All
252.229-7005	Tax Exemptions (Spain)	JUN 97	All
252.229-7006	Value Added Tax Exclusion (United Kingdom)	JUN 97	All
252.229-7007	Verification of United States Receipt of Goods	JUN 97	All
252.231-7000	Supplemental Cost Principles	DEC 91	All Cost Reimbursement CLINs
252.232-7002	Progress Payments for Foreign Sales Acquisitions	DEC 91	All if supply or service provided for FMS. Contracting Officer will identify the applicable Governments when FMS cases occur on this contract
252.232-7004	DOD Progress Payment Rates	OCT 01	All.
252.232-7008	Assignment of Claims (Overseas)	JUN 97	All.
252.233-7001	Choice of Law (Overseas)	JUN 97	All.
252.234-7001	Earned Value Management System	MAR 98	CLINs 3000-3001, & 3013
252.235-7003	Frequency Authorization	DEC 91	All.
252.242-7000	Postaward Conference	DEC 91	All.
252.242-7004	Material Management & Accounting System	DEC 00	All.
252.243-7001	Pricing of Contract Modifications	DEC 91	All firm fixed price CLINs
252.243-7002	Requests for Equitable Adjustment	MAR 98	All.
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 00	All.
252.245-7001	Reports of Government Property	MAY 94	All. See H.31.
252.246-7000	Material Inspection and Receiving Report	MAR 03	All. See G-302, G-303.1, and G.04
252.246-7001	Warranty of Data	DEC 91	0002, 0004, 0011, 0016, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0708, 0801, 0901, 1001, 1101, 1201, 2701, 2801, 2901, 3002, 3004, 3007, 3017, 3018, 3109, 3020, 3021, 3022, and 3024
252.249-7002	Notification of Anticipated Contract Termination or Reduction	DEC 96	All.
252.251-7000	Ordering From Government Supply Sources	OCT 02	All.

CHANGE TO EXISTING CLAUSE**F-2 ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)**

(Changed paragraph (b)(1)(ii) to exempt JTRS from Clause F-2, capacity for MIDS LVT)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **the minimums stated per CLIN (excluding unexercised option CLINs)** in clause H.2 Indefinite Quantity, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of:

fee be greater than Y%* of the target cost plus \$TBD* for schedule incentive fees in accordance with Clause B-5 of this contract or less than zero percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance--Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

* The maximum fee earnable and the total amount of schedule fee earnable shall be negotiated and included in the delivery order for CLIN 3000 and the delivery order for CLIN 3013.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

Amendment 0010

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arinet.gov/far/>

NOTICE. The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-35	Submission of Offers in US Currency	APR 1991
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice of Progress Payments	APR 1984

DOD FEDERAL ACQUISITION REGULATION SUPPLEMENT 948 CFR CHAPTER 2) PROVISIONS:

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
252.234-7000	Notice of Earned Value Management Systems	MAR 1997

L-2. RECEIPT OF OFFERS/VALIDITY OF PROPOSALS

(a) Receipt of Offers. Proposals are due no later than 2:00PM Pacific Daylight Time on 12 May 2004.

(b) Validity of Proposals. Proposals submitted in response to this solicitation shall be valid for 180 calendar days from the solicitation closing date.

L-2.1. USE OF ADVISORS IN REVIEW AND EVALUATION OF OFFERS

The Government will use non-government experts to provide advice and administrative support in conjunction with the evaluation of proposals. Non-disclosure and/or non-competition agreements will be executed with the individuals. The Government currently plans to use personnel from Anteon, SAIC, Booz-Allen Hamilton, Galaxy, MITRE, and Northrop-Grumman. The Government may choose to use non-government experts from companies other than those listed above. If this occurs, the Government will issue an amendment to this solicitation.

If the offeror has any objection to any of these firms having access to its proposal and assisting the Government during the evaluation process, it must notify the Contracting Officer of the objection and provide reason for the objection no later than seven days before proposal due date.

If the offeror does not object to the above firms assisting in reviewing the offeror's proposal, the offeror cover pages of each proposal volume shall contain the words: "(Insert Offeror name) consents to

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

Amendment 0010

below:

Class I ODS Identified

Specification/Standard

[Contracting officer is to identify and insert screened ODS requirements]

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

L-13. 5252.215-9200 CERTIFICATE OF CURRENT COST OR PRICING DATA (OCT 1997)

Certification of cost or pricing data is required in accordance with FAR 15.403-4 and shall be prepared in the format specified in FAR 15.406-2. The Contractor shall be required to submit the certificate as soon as practicable after agreement is reached on the contract price.

L-14. ESTIMATED EFFECTIVE AWARD DATE

For Bidding/Proposal purposes the estimated effective date of contract award is 30 July 2004.

L-15. SUBCONTRACTOR COMPETITION (JUN 1999)

(a) When another division of a potential offeror might be a competitor for a particular subsystem, the offeror shall submit a plan that addresses the following:

(1) how the offeror will ensure the subcontractor selection process results in the best value (e.g., the subcontractor selection criteria or evaluation process should not provide any benefit to a company merely because it is another division of the same company as the offeror);

(2) how the offeror will protect intellectual property rights of unaffiliated companies competing for a specified subcontract;

(3) whether any independent advisors will be used in the subcontractor selection process;

(4) whether any measures (commonly referred to as firewalls) will be implemented to isolate the source selection personnel from any other personnel in the company that could influence a subcontractor selection for reasons other than obtaining the best value; and

(5) an assessment of whether the benefits of having two sources for a specified subsystem outweigh the costs.

(b) This Plan shall be submitted in the price volume of the offeror's proposal.

L-16. USE OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION (DEC 1999)

If the offeror intends to use in the performance of the work required hereunder any Government-owned facilities, special test equipment, or special tooling, it shall so advise in its response hereto and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall obtain and then include in its proposal, the written concurrence in its proposed use of the property from the Contracting Officer having cognizance of such property.

L-17. FACILITIES CAPITAL COST OF MONEY (MAY 1999)

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

Amendment 0010

production. The offeror shall describe its anticipated monthly production rate and demonstrate how it intends to meet that anticipated rate.

L-23. CONTENT OF VOLUME II PRICE/COST PROPOSAL

This volume shall contain cost/price information only. The guidelines and requirements in this section are provided to (1) aid the offeror in preparing its cost/price volume, and (2) aid the Government in reviewing and evaluating the offeror's cost/price volume. The Government's intent is to provide instructions that will allow the offeror to develop clear, concise and comprehensible proposals and to minimize data requests by the Government during the evaluation process.

Data contained in the cost/price proposal shall be consistent with data contained in the Technical and Management Sections of the offeror's proposal.

L23-1.1 General Information

On the first page of this section, the Offeror shall state that the Cost Proposal has been prepared completely in accordance with the terms and conditions of the solicitation. However, if the Offeror takes any exceptions to the terms and conditions of the solicitation, these exceptions shall be clearly set forth in the cover letter and shall be explained by the Offeror with the understanding that such exceptions may not be acceptable to the Government.

The Offeror shall state the beginning and end of its fiscal year for the purposes of cost estimating.

It is the Government's intention to award a first delivery order for the MIDS JTRS Phase 2B concurrently with the modification to the MIDS production contract(s) that will incorporate the changes described in this solicitation. This delivery order will most likely include all of the effort under CLINs 3000, 3002, and 3012. A delivery order or several delivery orders for CLINs 3001, 3004 through 3011, and 3013 through 3024 may be placed at time of award or a later date in accordance with the terms of the contract and the changes to the contract presented in this solicitation.

The Offeror shall ensure, at a minimum, that all of its foreign subcontractors submit a separate cost proposal that is in accordance with the requirements of this provision. For example, the subcontractors' cost proposal must utilize the common CWBS requirements outlined below and the various Templates at the end of this Section L. Subcontractor cost proposals may be submitted directly to the Government. All cost proposals from the subcontractors specified in Provision L-24, below, should be priced in the European euro. Any reference to the subcontractor amounts in the prime offeror's proposal shall be in US dollars. The prime offeror shall use the euro/dollar conversion rate stipulated in Clause H-59 to compute a US dollar amount for subcontractor proposals.

In the preparation of its proposal the offeror should assume that the one post-award conference and nine program management reviews (PMRs) required by the Statement of Work will rotate among the two US prime contractors and each of the four European subcontractors specified in Provision L-24, below. Therefore, one of the prime contractors should host the post award conference and both of the prime contractors should split the hosting of 5 of the PMRs. Each of the subcontractors specified in Provision L-24, below, should host one PMR. It is the responsibility of the offerors to ensure that they and their subcontractors coordinate the locations of all of the PMRs so that all proposals received by the Government are consistent between each of the two offerors.

L23-1.2 Proposed Cost-Plus-Incentive-Fee, Cost-Plus-Fixed-Fee or Prices (CLINs 3000, 3001, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017 through 3024)

Offerors shall complete Section B and provide it in this volume. This Section B shall include:

- (a) a definitive estimated cost and target fee for CLINs 3000 (**Note 3**)
- (b) a not-to-exceed unit price amount for sub-CLIN 3001AA (**Note 1**);

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

Amendment 0010

- (c) an estimated unit price amount for sub-CLIN 3001AB (Note 1); definitive firm fixed prices for each CDRL item identified in Table 3 of Section B (CLIN 3004);
- (d) a definitive cost-plus-fixed-fee for CLIN 3005 (**Note 2**);
- (e) an estimated cost-plus-fixed-fee for CLIN 3006 (**Note 5**);
- (f) an estimated cost-plus-fixed-fee for CLINs 3008, 3010, 3011, 3014, 3015, and 3016; and an estimated firm fixed price for CLIN 3009 (**Note 5**);
- (g) a definitive firm fixed price for CLIN 3012;
- (h) a definitive cost-plus-incentive-fee arrangement for CLIN 3013 (**Note 4**);
- (i) a definitive firm fixed price for CLIN 3023.

Note 1: A price for subCLINs 3001AA and 3001AB will be negotiated under individual delivery order(s). The price for sub-CLIN 3001AA shall not exceed the unit price provided by the offeror in response to this RFP (see L23-1.2(b)). The Government estimates that a request for proposal for subCLIN 3001AA will be sent to the offeror on or about the end of February 2005 so that a definitive price may be negotiated. The Government estimates that any award of subCLIN 3001AA will be on or about 30 June 2005. For sub-CLIN 3001AB the offeror should provide an estimated unit price for informational purposes.

Note 2: If the Government does not provide the Computer Software Operating environment by 4 months after the date of the order for CLIN 3000 in accordance with Clause H-26 and SOW paragraph 3.2.8.b., CLIN 3005 may be ordered. In pricing this CLIN the contractor should assume that the period of performance for CLIN 3005 may begin any time from the date of award of CLIN 3000 and 6 months thereafter and shall be completed by the start of contractor FAQT.

Note 3: The prime offerors shall provide two proposal amounts for US quantities under CLIN 3000 as follows:

US: 7 first articles

US: 10 first articles

The prime offeror that subcontracts with Thales shall provide two proposal amounts for the French and Spanish quantities under CLIN 3000 as follows:

Thales: 8 first articles (four of which are for France, four of which are for Spain)

Thales: 16 first articles (twelve of which are for France, four of which are for Spain)

The prime offeror that subcontracts with Marconi shall provide a proposal amount for the Italian and German quantities under CLIN 3000 as follows:

Marconi: 10 first articles (seven of which are for Italy, three of which are for Germany)

Note 4: The primes offerors shall provide two proposal amounts for US quantities under CLIN 3013 as follows:

US: 3 first articles

US: 5 first articles

The prime offeror that subcontracts with Thales shall provide a proposal amount for the French and Spanish quantities under CLIN 3013 as follows:

Thales: 3 first articles (one of which is for France, two of which are for Spain)

The prime offeror that subcontracts with Marconi shall provide a proposal amounts for the Italian and German quantities under CLIN 3013 as follows:

- (1) Marconi: 3 first articles (all of which are for Italy)

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

Amendment 0010

Note 5: A definitive cost-plus-fixed-fee, firm fixed price, or estimated cost-plus-incentive-fee arrangement will be negotiated under individual delivery orders as applicable for these CLINs. The offeror should provide estimates for informational purposes. Please see Clause F-2 for the period for issuing orders.

Please note that CLINs 3002, 3007, 3017, 3018, 3019, 3020, 3021, 3022, and 3024 are not separately priced. All cost and fee associated with CLIN 3002 and CLIN 3007 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3000. All cost and profit associated with CLIN 3017 shall be included in the firm-fixed-price for CLIN 3001. All cost and profit associated with CLIN 3018 shall be included in the firm-fixed-price for CLIN 3009. All cost and profit associated with CLIN 3019 shall be included in the firm-fixed-price for CLIN 3012. All cost and fee associated with CLIN 3020 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3013. All cost and fee associated with CLIN 3021 shall be included in the cost-plus-fixed-fee arrangement of CLIN 3015. All cost and fee associated with CLIN 3022 shall be included in the cost-plus-fixed-fee arrangement of CLIN 3016. All cost and profit associated with CLIN 3024 shall be included in the firm fixed price for CLIN 3023.

L23-1.3 Proposed Cost

L-23.1.3.1 CWBS (CLINs 3000, 3005, 3012, 3013, and 3023)

SPREADSHEET FORMAT A: The Offeror shall provide a breakdown of cost for Contract Line Item Numbers (CLINs) 3000, 3005, 3012, 3013, and 3023 by cost element (see L-23.1.3.3, Cost Elements, below) in accordance with a Contract Work Breakdown Structure (CWBS) that is common among the participating MIDS JTRS Phase 2B vendors. The format for this spreadsheet shall be in accordance with Template A, Total Cost by CWBS and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing.

The Offeror shall work with the other MIDS JTRS Phase 2B vendor(s) to define a common CWBS. An example CWBS that may be used as a starting point for this discussion between the MIDS JTRS Phase 2B vendors is at the end of this Section L. At a minimum, the Government would like the final, common CWBS to include the elements contained in the provided example CWBS. The offeror, in conjunction with the other MIDS JTRS Phase 2B vendor(s), may make changes to the structure of this CWBS example or make additions to this CWBS example as needed to meet an essential requirement of the RFP or to enhance the effectiveness of the Contract CWBS in satisfying program objectives. Contractors are expected to extend the CWBS to the appropriate level - the level that satisfies the critical visibility requirements and does not overburden the management control system. Although there may not be a one-to-one relationship, the relationship of the CWBS elements to the statement of work tasks, the specifications, and the contract line items should be clearly traceable.

L-23.1.3.2 BASES OF ESTIMATE (CLINs 3000, 3005, 3012, 3013, and 3023)

For each lowest-level WBS element to be performed by the Offeror in accordance with the common CWBS structure defined by the MIDS JTRS Phase 2B vendor(s), the offeror shall provide a basis of estimate that includes, at a minimum, the following information:

Company Name
CWBS Title
CWBS Number
CLIN Number
Labor Category, including associated Labor Category code, if applicable
Hours per Labor Category
Subcontracts
Travel
Other Direct Costs
Duration of Task
CWBS Task Definition

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**Amendment 0010**

A complete rationale for each cost element listed above (e through i) and the proposed task duration (j) shall be included in the bases of estimate. If the Offeror proposes any subcontracts within the Offeror's BOE (i.e. if, in the case of a minor subcontractor, a separate cost proposal by CWBS element is not provided by the subcontractor), the Offeror shall name the subcontractor and provide the subcontractor's cost or price and, if appropriate, cost evaluation of that subcontractor's price. Any BOE that lists a subcontractor shall have the proposed subcontractor's proposed cost or price quotation attached. Any travel proposed shall describe the purpose of the trip, the trip destination, the duration of the trip, the number of people travelling, the proposed cost of airfare, the proposed cost of per diem, and the proposed cost of lodging. Any other direct costs proposed shall include a complete description and rationale for those costs. In short, all cost elements described within the BOE shall be fully described and supported by the Offeror in the BOE.

L-23.1.3.3 COST ELEMENTS (CLINs 3000, 3005, 3012, 3013, and 3023)

SPREADSHEET FORMAT B: The Offeror shall provide a separate spreadsheet for each CLIN that delineates a total breakdown by the following cost elements, as applicable, and for each month of performance. The format for this spreadsheet shall be in accordance with Template B, Total Cost by CLIN and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing. A roll-up summary of this spreadsheet shall also be provided at the CLIN Level in accordance with Template C, which is at the end of this Section L. Again, the Offeror may tailor this template if certain cost elements are extraneous or missing.

(1) Direct Materials - Identify proposed material items, purchased parts or subcontracted materials including the basis for the proposed amount (e.g., engineering estimate, vendor quotation, catalog item). Provide a detailed Bill of Material (BOM) showing piece parts, quantities, unit prices and extended prices by WBS. Also provide a summary BOM in descending extended price order. The format for this information is provided below.

WBS#	WBS Element	Unit of Measure	Vendor	Basis of Price	Sole Source/Comp	Qty/Unit	Unit Price	Total Qty	Total Recurring	Total Non-Recurring	Total Extended Cost

(2) Material Overhead - If applicable and in accordance with the Offeror's normal accounting procedures, identify the material overhead rate(s) and total material overhead amount being proposed and identify the cost elements to which the material overhead rate is applied.

(2) Direct Labor - Identify the various labor categories required/intended for use under this contract (e.g. Sr. Engineer, Jr. Engineer). Include the labor category code assigned by the Offeror, if applicable, the number of labor hours and total cost for each labor category proposed.

(3) Fringe Benefits - If applicable and in accordance with the Offeror's normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements to which the fringe benefit rate is applied.

(4) Overhead - Identify the current and projected overhead rate(s) and total overhead cost being proposed and identify the various cost elements to which overhead is applied.

(5) Other

Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost volume (e.g., royalties, Special Tooling, Material, Travel, Computer Usage). The decision as to whether costs are handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror's approved cost accounting practices as disclosed in the Offeror's CAS Disclosure Statement.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

Amendment 0010

Indirect Cost – Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied. Advise if the rates proposed are in accordance with any Forward Pricing Rate Agreements and period of validity of any such agreement.

(6) General and Administrative Expense - Identify the General and Administrative Expense (G&A) rate(s) and the total G&A cost proposed and identify the various cost elements to which the G&A is being applied.

(7) Fee - Identify the fixed fee rate, total fixed fee, and the cost elements to which the fee is applied.

(8) Facilities Capital Cost of Money (FCCM) - If the Offeror proposes FCCM, the Offeror shall submit with its proposal a completed DD Form 1861 "Contract Facilities Capital and Cost of Money" with supporting documentation.

L-23.1.3.4 Offeror Support for Asserting Data and Software Restrictions and Proposed Prices

If the offeror identifies in its completed Section K clause entitled "Identification and Assertion of Use, Release, or Disclosure Restrictions" (DFARS 252.227-7017) that it will deliver any of the CDRLS listed in Section B, Table 3 with less than Unlimited Rights, the offeror shall fully support: 1) its rationale for asserting the identified restrictions, and 2) its rationale for any price other than "\$0" proposed in Section B, Table 3 Section B. This section should be sufficiently detailed to provide the Government with a complete understanding of the circumstances that led the contractor to assert that other than unlimited rights will be provided to the Government, and that led the contractor to propose any price other than "0". To explain its asserted restrictions and/or proposed prices, the offeror shall describe and disclose amounts of any IR&D funding or other contractor funding invested, or any other factors that support the asserted restrictions and/or proposed prices.

L-23.1.3.5 In addition to the above requirements, the Offeror may provide other type of cost data or formats that would aid in the evaluation of its proposal.

NEW CLAUSE

L-24. REQUIRED SUBCONTRACTING ARRANGEMENTS

The MIDS International Program Office requires that the MIDS JTRS design, development, and qualification program be conducted on a collaborative basis by each of the participating nations' designated national contractors. To that end, the prime U.S. vendor participants responding to this RFP must subcontract with one of the following "Integrator" industries to be eligible for award of a contract for this requirement:

- France: Thales Communications ("Integrator")
- Italy: Marconi Selenia Communications ("Integrator")

The prime U.S. vendors must each select a different European integrator. At a minimum, the role of the European "integrator" will be to assemble and qualify terminals at a European facility for delivery to the European nations.

Additionally, the following European companies must be included as a subcontractor under one or more of the prime U.S. vendor proposals and resulting contracts:

- Spain: Indra Sistemas S.A.
- Germany: EADS Deutschland GmbH

L-25. CONTENT OF VOLUME III. SECURITY REQUIREMENTS PROPOSAL

All security requirements and matters concerning security issues shall be addressed in Volume III only. However, all security-related elements of the offeror's cost proposal should be addressed in Volume II,

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

Amendment 0010

Price/Cost Proposal. This volume shall represent a joint proposal from both of the prime MIDS JTRS offerors (i.e. ViaSat and DLS) and will be reviewed and evaluated only by US personnel. No security issues whatsoever shall be addressed in Volume I, Technical Proposal. The offeror's Volume III Security Proposal should address the following areas:

- (a) Describe how you will manage the unique security aspects of the MIDS JTRS cooperative development program, including COMSEC and TEMPEST;
- (b) Describe your architecture and technical approach for a MIDS-JTRS Crypto Sub-system (CS/S);
- (c) Describe how your CS/S implementation will mitigate schedule risk of a system-level IAD certification path;
- (d) Describe how your CS/S implementation will mitigate the risk of achieving the Crypto Modernization Initiative in accordance with NSA/CSS 3-9 (all six tenets should be addressed);
- (e) Describe how your CS/S approach mitigates the performance, schedule, and cost risk for INFOSEC and IA requirements for MIDS JTRS;
- (f) Explain how your technical approach takes advantage of JTRS crypto development efforts (including AIM and SIERRA) and how these efforts will mitigate cost and schedule risk;
- (g) Explain how your CS/S approach will facilitate the importing and integration of Cluster 1 waveform and non-waveform software; and
- (h) Describe how your technical approach will mitigate the risk of meeting the Government's logistics and ORD requirements.

Volume III shall be submitted to SPAWAR along with the other two volumes of the offeror's proposal. In addition, the offeror shall submit one copy of Volume III to the following address:

Director, National Security Agency
Code I22 – JTRS SPO
Attention: William Dyson
9800 Savage Road, Suite 6733
Ft George Meade, MD 20755-6733

STATEMENT OF WORK

PHASE 2B DEVELOPMENT

MIDS JOINT TACTICAL RADIO SYSTEM

5 April 2004

Revision V

Section	Page Number
3.2.3.3.1.6 Subcontractor Reviews.....	10
3.2.3.4 Technical Interchange Meetings (TIMs).....	10
3.2.3.5 Reserved.....	11
3.2.3.6 System Safety.....	11
3.2.3.6.1 System Safety Program	11
3.2.3.6.2 Hazardous Materials	11
3.2.3.7 Reserved.....	11
3.2.3.8 Reliability and Maintainability (R&M).....	11
3.2.3.8.1 Requirements	11
3.2.3.8.2 Built-In-Test (BIT) Development.....	13
3.2.3.8.2.1 BIT Development Study.....	14
3.2.3.8.2.2 BIT Development Reviews.....	14
3.2.3.8.2.3 BIT Report	14
3.2.4 Reserved.....	15
3.2.5 Thermal Survey.....	15
3.2.6 Electromagnetic Compatibility	15
3.2.6.1 Requirements.....	15
3.2.7 Telecommunications Security	15
3.2.8 Computer Resources Management	15
3.2.8.1 Software Development.....	16
3.2.8.1.1 Software Development Plan.....	16
3.2.8.1.2 Generation of Terminal Software Documentation.....	16
3.2.8.1.3 Terminal Software Maintenance.....	16
3.2.8.1.4 Software Development System	17
3.2.8.1.4.1 Software Development System Maintenance....	17
3.2.8.1.5 Reserved	17
3.2.8.1.6 Software Formal Qualification Testing (SFQT).....	17
3.2.8.2 Computer Hardware Requirements	17
3.2.8.2.1 Computer Resource Reserve Capacity	17
3.2.8.2.2 Reserved	17
3.2.8.2.3 Trade Studies and Analyses	17

iii

Section	Page Number
3.8.1 Quality Assurance (QA) Program	45
3.8.2 Stipulations	45
3.8.3 Calibration System	45
3.8.4 Reserved	45
3.8.5 Corrective Action and Disposition System	45
3.8.6 Subcontractor Quality	45
3.9 DELIVERY	46
3.9.1 Delivery	46
3.10 PREOPERATIONAL SUPPORT	47
3.10.1 Preoperational Support	47
3.10.2 Engineering Services	47
3.10.3 Depot Level Maintenance	48
4. NOTES	50
4.1 Definitions	50
4.2 Abbreviations and Acronyms	50
Appendix A Technical Data Package	54
10.0 Scope	54
10.1 Reserved	54
10.2 Technical Data Package	54
10.3 Specialized Test Equipment	55
10.4 Reserved	55
10.5 Product Drawings and Associated Lists	55
Appendix B Preliminary Design Review	56
20.0 Scope	56
20.1 General	56
20.2 Items to be Reviewed	56
20.2.1 HWCIs	56
20.2.2 CSCIs	57
20.2.3 Additional PDR Elements	59
Appendix C Critical Design Review	60
30.0 Scope	60
30.1 General	60

1. SCOPE

This Statement of Work (SOW) defines the tasks to be performed, and the hardware and software to be delivered by the contractor in the Development Phase 2B of the Multifunctional Information Distribution System (MIDS) Joint Tactical Radio System (JTRS) cooperative development.

The objective of the MIDS JTRS cooperative development program is to enable the participating contractors to produce equipment that will meet the MIDS JTRS Functional Baseline (FBL) requirements. Since the intent of this contract is to enable two U.S. and two European producers of MIDS JTRS terminals, no limitations will be imposed on the European subcontractors from producing and delivering MIDS JTRS terminals. The resulting MIDS JTRS Terminal, hereafter referred to as the "Terminal", shall be capable of porting and simultaneous operating multiple communications waveforms and shall be compliant with the JTRS Software Communications Architecture (SCA). There shall be two configurations, a "Main" configuration and an "Expanded Modular Function (EMF)" configuration. The "Main" configuration Terminal shall be capable of stand alone operation or operation in conjunction with a "EMF" configuration Terminal. The "EMF" configuration Terminal shall only be capable of being used in conjunction with a "Main" configuration Terminal.

For the purposes of this procurement, the term "contractor" shall encompass the prime U.S. contractor and its European subcontractors and the phrase "other participating contractors" shall mean all other prime contractors together with their subcontractors.

The objective of the Development Phase 2B is to develop, build, and qualify a Terminal that meets all the requirements specified in the FBL consisting of the System Specification (SS) for the MIDS JTRS, the System/Segment Interface Control Specification (S/SICS) for MIDS JTRS, the System Specification for Link 16 Waveform (SSL16W) for MIDS JTRS, and the System Specification for TACAN Waveform (SSTW) for MIDS JTRS; and all other requirements applicable to the Terminal as specified elsewhere in the contract and to develop the capabilities and support programs to a level where the Terminal can be produced and/or delivered by each prime contractor and European integrator and supported by each participating nation. The two Terminal configurations shall be as specified in the SS and the S/SICS.

The contractor, in conjunction with the other participating contractors, shall develop the Terminal. In addition, the contractor shall perform the tasks to achieve First Article Approval. The contractor shall designate a U.S. Terminal integrator and a European Terminal integrator. The contractor shall conduct all the activities necessary for First Article Approval of the Terminal configurations resulting from the activities of the designated integrators. A Preliminary Design Review (PDR), a Critical Design Review (CDR), and a Test Readiness Review (TRR) with each contractor shall be conducted. The Technical Data Package (TDP) may also be ordered.

discussing information that the contractor does not wish to disclose to the other participating contractors.

(CDRL JD09, CDRL JD0A)

3.2.3.3.1.1 Reserved.

3.2.3.3.1.2 Preliminary Design Review. The contractor, in conjunction with the other participating contractors, shall conduct the hardware PDR in accordance with Appendix B. The contractor, in conjunction with the other participating contractors, shall conduct the software PDR in accordance with Appendix B. PDRs for portions of HWCIs or CSCIs are unacceptable. The PDR shall not take place until the specifications and documents identified in the ABL have been submitted to the Government in accordance with the CDRL. The PDR shall not be closed until the Government has reviewed the ABL specifications and documents, all resulting Government comments have been resolved, and the ABL specifications and documents authenticated by the Government.

3.2.3.3.1.3 Critical Design Review. The contractor, in conjunction with the other participating contractors, shall conduct a hardware and software CDR in accordance with Appendix C. CDRs for portions of HWCIs and CSCIs are unacceptable. At the CDR, the contractor shall propose to the Government for approval their entrance criteria for First Article Qualification Test (FAQT). A production readiness assessment shall be part of the CDR.

3.2.3.3.1.4 Test Readiness Review. The contractor shall conduct a TRR and present to the Government status of all the contractor FAQT test plans and test procedures; test results from module level tests and system integration tests; and status of completion of all of the entrance criteria for FAQT established at the CDR. The contractor shall conduct the TRR in accordance with Appendix E. The contractor shall also present test tool development status and other test data that demonstrates to the Government that the contractor's Terminal is ready to enter FAQT.

3.2.3.3.1.5 Reserved.

3.2.3.3.1.6 Subcontractor Reviews. The contractor shall review equipment developed by subcontractors for common development items only. The contractor shall assure that actions required as a result of these design reviews are accomplished. The Government may participate as an observer in subcontractor design reviews at its option.

3.2.3.4 Technical Interchange Meetings (TIMs). The Government will conduct TIMs after a request for a TIM by the Government or the contractor. TIMs shall be held at the contractor's facility or a Government facility at the direction of the Government. For Government called TIMs, the Government will provide the contractor with a list of topics to be discussed at the TIM; otherwise, the contractor shall provide an agenda. The documentation support requirements in paragraph 3.2.3.3.1 shall apply. A maximum of 9

supportable software over the system life cycle, and optimize the software design for reusability.

3.2.8.3.1 Software Development Reports. The contractor, in conjunction with the other participating contractors, shall prepare periodic reports for the Government on the planned and actual status of software development including requirements analysis, design, coding, and testing and shall, in addition, present the status at PMRs. These software metrics shall be in accordance with IEEE 12207.

3.2.8.3.2 Software Delivery. The contractor, in conjunction with the other participating contractors, shall deliver all developed and modified software and all Commercial-Off-The-Shelf (COTS) software procured under this contract to the Government subject to license restrictions. In support of the software delivery, the contractor shall prepare and submit a Software Version Description for each CSCI. (CDRL JA0Y, CDRL JA0Z)

3.2.8.3.2.1 Support Software (CLIN 3009). The contractor shall also deliver all additional support software used to design, develop, debug, test, and analyze the Terminal operational and support software. This support software shall be compatible with the software development facility of the target system. For COTS used in the Terminal the contractor, in conjunction with the other participating contractors, shall provide all up-to-date commercially available manuals and supplement all of these commercial documents with all updates correcting discrepancies, operating procedures, etc. received from the COTS software providers during the period of the instant contract, subject to license restrictions. (CDRL JA0Y, CDRL JA0Z)

3.2.8.4 Terminal Software Design and Release. The contractor, in conjunction with the other participating contractors, shall deliver all Terminals with the most recent version of the Terminal software. The contractor, in conjunction with the other participating contractors, shall maintain and provide user support for each version of the Terminal software not longer than the release of the most recent version of the Terminal software.

3.2.9 Reserved.

3.2.10 Specialized Test Equipment (STE). The contractor, in conjunction with the other participating contractors, shall identify any STE that will be developed as part of the MIDS JTRS design, development, and qualification effort and the associated STE development plans and schedules in the SEMP. The contractor, in conjunction with the other participating contractors, shall present the technical characteristics and capability and the functional design of the STE as part of all design reviews. The contractor, in conjunction with the other participating contractors, shall present and review the development status of the STE at all PMRs. (CDRL JA01)

verification the Terminal shall successfully run MIDS LVT(1) Acceptance Verification (AV) at ambient temperature.

3.3.1.1.3.1.1 Interchangeability Verification. As part of FAQT, the contractor, in conjunction with the other participating contractors, shall plan and conduct interchangeability qualification verifications to verify compliance with the interchangeability requirements of the FBL and Clause C-2.1.

3.3.1.1.3.2 FAQT EMI Qualification Verifications. The FAQT EMI qualification verifications shall be conducted by a laboratory accredited to conduct MIL-STD-461 compliance verifications by the National Voluntary Laboratory Accreditation Program (NVLAP). All FAQT EMI qualification verifications shall be under the guidance of National Association of Radio and Telecommunication Engineers (NARTE).

3.3.1.2 Government FAQT. The Government FAQT will consist of functional and interchangeability tests. The contractor shall complete Contractor FAQT functional performance testing prior to shipping Terminals to the Government. Upon verifying Terminal compliance with Contractor FAQT requirements, the contractor shall notify the Government. The contractor shall ship the Terminals to a Government designated facility for Government FAQT.

3.3.1.2.1 Government FAQT Support (CLIN 3010). During Government FAQT, the contractor shall provide support for Terminal troubleshooting, repair, and replacement.

3.3.1.3 Contractor Approvals. The contractor shall perform the necessary tasks to attain the following approvals:

3.3.1.3.1 Telecommunications Security Approval for Use. The contractor shall take all the actions and provide all the information required to attain Telecommunications Security Approval for use in accordance with Clause H-17, H-17.2 and H-17.3 as applicable. The term "Telecommunication Security" as used in this SOW and the terms "Communications Security" and "COMSEC [Communications Security]" as used in Clause H-17 are equivalent. As part of this effort, the contractor shall plan and conduct qualification verifications of the telecommunication functions of the Terminal as required by the TSRD including security verification, TEMPEST testing, software testing, and Information Security (INFOSEC) Boundary testing. The contractor shall coordinate the requirements for these telecommunications security qualification verifications with the applicable security authority. (CDRL JS01, CDRL JS02, CDRL JS03, CDRL JS04, CDRL JS05, CDRL JS06, CDRL JS07, CDRL JS08, CDRL JS09, CDRL JS0A, CDRL JS0B, CDRL JS0C, CDRL JS0D, CDRL JS0E, CDRL JS0F, CDRL JS0G, CDRL JS0H, CDRL JS0J, CDRL JS0K, CDRL JS0L, CDRL JS0M, CDRL JS0N, CDRL JS0P, CDRL JS0Q, JS0R, CDRL JS0S, CDRL JS0T)

3.3.1.3.2 EMC Features Approval. The contractor shall take all the actions and provide all the information required to attain EMC Features approval in accordance with

3.4.2.1 Contract Data Requirements. The contractor shall provide one (1) electronic copy of all data deliverables. The contractor shall utilize the Government maintained data management systems for delivery of all CDRL items. All data shall be submitted in a universal viewer format (e.g. html, pdf, tif). The contractor shall provide the native format data (preferably Microsoft Office Suite) to the Government upon request at no extra cost. The contractor shall provide e-mail notification of all data submittals.

3.4.2.2 Data Accession List. All documentation produced or prepared by the contractor or its subcontractors under this contract shall be accessible to the Government. The Data Accession List is a complete listing of all data, computer software and documentation generated by the contractor for use during the course of performing or in fulfillment of the contract requirements herein. The contractor shall prepare and update quarterly a Data Accession List for all data, software and documentation generated. This list shall be provided to the Government. At all times, throughout the life of the contract, the contractor shall provide Government personnel full access to this documentation including providing copies to the Government as requested per Section H-22 of this contract. (CDRL JC0E)

3.4.3 Technical Data Package (CLIN 3007). See Appendix A.

The contractor shall prepare and submit acceptance verification test plans, test procedures, and test report. Separate test plans, test procedures, and test reports are required for the acceptance verification conducted by the U.S. integrator and for the acceptance verifications conducted by the European integrator. (CDRL JF04, CDRL JF05, CDRL JF06)

3.7.9.1.1 Link 16 Spectral Characteristics and EMC Features. The contractor shall plan and conduct elements of the AV on each Terminal delivered to the Government to ensure that the Link 16 spectral characteristics are within specification and the EMC features monitors are working properly. The following test may be performed at the SRU or the LRU acceptance test stations. (CDRL JF07, CDRL JF08, CDRL JF09)

3.7.9.1.1.1 Output Power. At nine Radio Frequency (RF) carrier frequencies; 969, 990, 1008, 1053, 1065, 1113, 1146, 1176, and 1206 MHz; the AV shall record the transmitted Link 16 peak forward output power at each antenna port when the Terminal is operated in the highest Link 16 output power mode (200 watts or less) for each antenna selection mode. The AV shall verify that the sum of the Link 16 output powers does not exceed the nominal power level +1 dB.

3.7.9.1.1.2 Pulse Spectrum. While the Terminal is operating in each of the Link 16 output power modes, the AV shall record plots of the individual transmitted pulse power spectrum at nine RF carrier frequencies; 969, 990, 1008, 1053, 1065, 1113, 1146, 1176, and 1206 MHz; at each antenna when operating in the single antenna mode. The AV shall measure the Link 16 transmitted spectrum in 300 kHz bandwidth segments. For each RF carrier frequency, the plot shall cover a 50 MHz span centered on the carrier. The AV shall verify that the pulse spectra comply with the spectrum requirements specified in the SS.

3.7.9.1.1.3 Full Band Spectrum. While the Terminal is operating in each of the Link 16 output power modes and in communication mode 1, the AV shall record spectrum plots over the following frequency bands at each antenna when operating in the single antenna mode. The AV shall measure the spectrum in 300 kHz bandwidth segments.

- a. 100 MHz span centered on 925 MHz,
- b. 60 MHz span centered on 1030 MHz,
- c. 60 MHz span centered on 1090 MHz,
- d. 100 MHz span centered on 1250 MHz, and
- e. 960 to 1215 MHz.

The AV shall verify the spectra between 920 MHz and 1266 MHz comply with the spectrum requirement specified in the SS.

3.8 QUALITY ASSURANCE

3.8.1 Quality Assurance (QA) Program. The contractor shall implement quality assurance in accordance with International Standards Organization (ISO) 9001 as supplemented by AQAP-2110.

3.8.2 Stipulations. The following stipulations apply:

- a. The contractor shall make available for review, and retention if required by the Government, all records associated with the establishment, implementation, and operation of a quality system compliant with the documents listed above.
- b. The contractor shall monitor the preparation, maintenance, and compliance with work and inspection instructions as a function of the quality program.

3.8.3 Calibration System. The contractor shall maintain a calibration system in accordance with ISO 10012-1 and shall develop and maintain a written description of his calibration system covering measuring and test equipment standards.

3.8.4 Reserved.

3.8.5 Corrective Action and Disposition System. The contractor shall maintain a corrective action and disposition system for nonconforming material in accordance with ISO 9001 as supplemented by AQAP-2110.

3.8.6 Subcontractor Quality. The contractor shall implement a subcontractor quality program in accordance with ISO 9001 as supplemented by AQAP-110.

- d. Proposed corrective action to schedule problems.
- e. Current software schedule status.
- f. Schedule for formal technical reviews and subcontractor reviews.

40.2.3 The Cost Status:

- a. Financial allocations and staffing.
- b. Deviations between planned and actual progress.
- c. Status of SRU design costs and SRU fabrication, assembly, integration, test costs with a current percentage of total cost breakout by SRU.

40.2.4 The Test Status:

- a. Summary of test discrepancy reports.
- b. Corrective action planned and accomplished.
- c. Retest schedule.

40.2.5 The Configuration Management Program Status.

40.2.6 Logistics and ISP Status.

40.2.7 The Manufacturing Status:

- a. Manufacturing surveillance.
- b. Producibility engineering and planning.
- c. Effectiveness of the ESS plan.

40.2.8 The Status of the Contract Data Required.

40.2.9 The Status of the Acceptance and Factory Test Equipment.

40.2.10 The Recommended Hardware and Software for the Terminal Support Facility.

40.2.11 Additional PMR Elements:

- a. The development status and configuration of the FAQT/acceptance test equipment and the factory test equipment; and the COTS hardware and software selected.
- b. The producibility status of the Terminal including the results of the producibility analysis.
- c. The schedules for all technical reviews in accordance with 3.2.3.3.1 and subcontractor reviews in accordance with 3.2.3.3.1.6.
- d. The planned and actual status of software development in accordance with 3.2.8.3.1.
- e. The development status of the STE in accordance with 3.2.10.
- f. The contractor's risk assessment.
- g. The status and results of the defect control program in accordance with 3.7.2.2.
- h. The status and results of the manufacturing program planning in accordance with 3.7.3.
- i. [The status and results of the manufacturing surveillance operation in accordance with 3.7.4. (CLIN 3001)]
- j. Quality assurance considerations.

40.2.12 **Corrective Actions.** Proposed corrective actions to any problems identified in the other items to be reviewed as listed above and to minimize costs throughout the lifecycle of the Terminal.

test equipment, and EMI/EMC and TEMPEST test chambers and specialized test equipment. For those test equipments available to multiple programs where use of each test equipment must be reserved, the contractor shall present the periods reserved for the Terminal FAQT and demonstrate that those reserved periods are consistent with the overall Terminal FAQT schedule. Test equipment identification shall be by description, manufacturer, nomenclature, and (if known at the time of the TRR) individual serial numbers.

50.2.9 Test Software. Identification and availability status of all test software to be used in the conduct of the FAQT. Test software identification shall be by description, contractor, and nomenclature or version number as applicable.

50.2.10 Personnel. Identification, availability status, and qualifications of the personnel that will conduct the FAQT.

50.2.11 FAQT Limitations. Identification of all known FAQT limitations.

50.2.12 Terminal Problems. Identification and summary of Terminal problem status including all known discrepancies between the performance of the Terminal configuration that will be subjected to the FAQT and the requirements specified in the FBL.

50.2.13 Security. Identification of any security measures or guidelines that will be observed.

50.2.14 Acceptance Test Results. The results of the acceptance tests conducted prior to the TRR.

APPENDIX F

(CLIN 3023)

Expanded Modular Function (EMF) Functional and Allocated Baselines

60.0 Scope. This appendix defines the required additional efforts associated with the development and delivery of a FBL and an ABL for the EMF Terminal configuration.

60.1 FBL Development. The contractor's systems engineering activity, in conjunction with the other participating contractors, shall develop the FBL for the MIDS JTRS EMF Terminal configuration. This FBL shall consist of addendum specifications to the System Specification (SS), SS-J-10001, and the System/Segment Interface Control Specification (S/SICS), ICS-J-10002, for the Main Terminal configuration. The resulting FBL for the EMF Terminal configuration shall encompass:

- A Terminal configuration consisting of a Receiver Transmitter (RT) Line Replaceable Unit (LRU) and a Remote Power Supply (RPS) LRU,
- Four 2 – 2000 MHz Transceiver Shop Replaceable Units (SRUs) contained within the RT LRU,
- No Link 16 waveform capability including the Link 16 Radio Frequency Amplifier (RFA) SRU and the Link 16 Transceiver SRU,
- No TACAN or Global Positioning System (GPS) capabilities including the TACAN/GPS SRU,
- Four waveform channels each capable of hosting and running the core waveforms, and
- core waveform specifications from the JTRS Cluster 1 development. These core waveforms are: *SINCARS, *HAVE QUICK II, *UHF DAMA SATCOM, *EPLRS, *WNW, UHF SATCOM LOS, HF-ISB ALE, HF-SSB ALE AJ, LINK 11A, STANAG 5066, STANAG 4529, VHF FM, HF ATC DATA LINK, VHF AM ATC, VHF AM ATC EXTENDED, VHF/UHF-FM LAND MOBILE RADIO, VHF ATC DATA LINK (NEXCOM), UHF-AM/FM/PSK, LINK 4A, LINK 11B, and SATURN (*KPP, per JTRS ORD 3.2, table 4-2).

The MIDS JTRS EMF Terminal configuration FBL shall be established when this SS addendum and this S/SICS addendum are authenticated by the Government. The contractor, in conjunction with the other participating contractors, shall maintain the FBL for the MIDS JTRS EMF Terminal configuration until authentication when the Government assumes configuration control. (CDRL TBD, CDRL TBD)

60.2 ABL Development. The contractor's systems engineering activity, in conjunction with the other participating contractors, shall develop the ABL for MIDS JTRS EMF Terminal configuration. The contractor's systems engineering activity, in conjunction with the other participating contractors, shall identify those LRUs, SRUs, and Computer

Software Configuration Items (CSCIs) comprising the MIDS JTRS Main Terminal configuration that:

- a. Will be used unmodified for the MIDS JTRS EMF Terminal configuration,
- b. Will require modification for use in the MIDS JTRS EMF Terminal configuration, and
- c. Will not be used in the MIDS JTRS EMF Terminal configuration.

The ABL shall consist of LRU and SRU IPSs and an internal ICD for the modified and unmodified LRUs and SRUs; and SRSs and IRSs for the modified and unmodified CSCIs that will comprise the MIDS JTRS EMF Terminal configuration. The ABL shall constitute the allocation of the functional requirements, as defined in the FBL for the MIDS JTRS EMF Terminal configuration, to the identified hardware and software modules together with those derived requirements, such as the interfaces between these modules, that are necessary for complete ABL specification and interface definition. The contractor's systems engineering activity, in conjunction with the other participating contractors, shall develop new IPSs and an internal ICD for those LRUs, and SRUs, that will be modified; and new SRSs and IRSs for those CSCIs that will be modified. These new IPSs, internal ICD, SRSs, and IRSs shall be based on the IPSs, internal ICD, SRSs, and IRSs for the corresponding MIDS JTRS Main Terminal configuration LRUs, SRUs, and CSCIs. The Government review of the ABL shall be limited to the new IPSs, internal ICD, SRSs, and IRSs developed for the MIDS JTRS EMF Terminal configuration.

The MIDS JTRS EMF Terminal configuration ABL shall be established when the new IPSs, internal ICD, SRSs, and IRSs are authenticated by the Government. After authentication, the new IPSs, the internal ICD, the SRSs, and the IRSs shall be under contractor configuration control and the contractor will maintain each specification and the ICD from the time of authentication to first EMF Terminal delivery at which time the MIDS JTRS EMF Terminal configuration ABL will be placed under Government configuration control. (CDRL JA02, CDRL JA03, CDRL JA06, CDRL JA07)

60.3 TIM. The contractor shall conduct one TIM with Government participation. The TIM will culminate in an out-briefing to the Government. During the out-briefing session, the contractor shall present status, progress, schedule performance and issues. (CDRL JD09, CDRL JD0A)